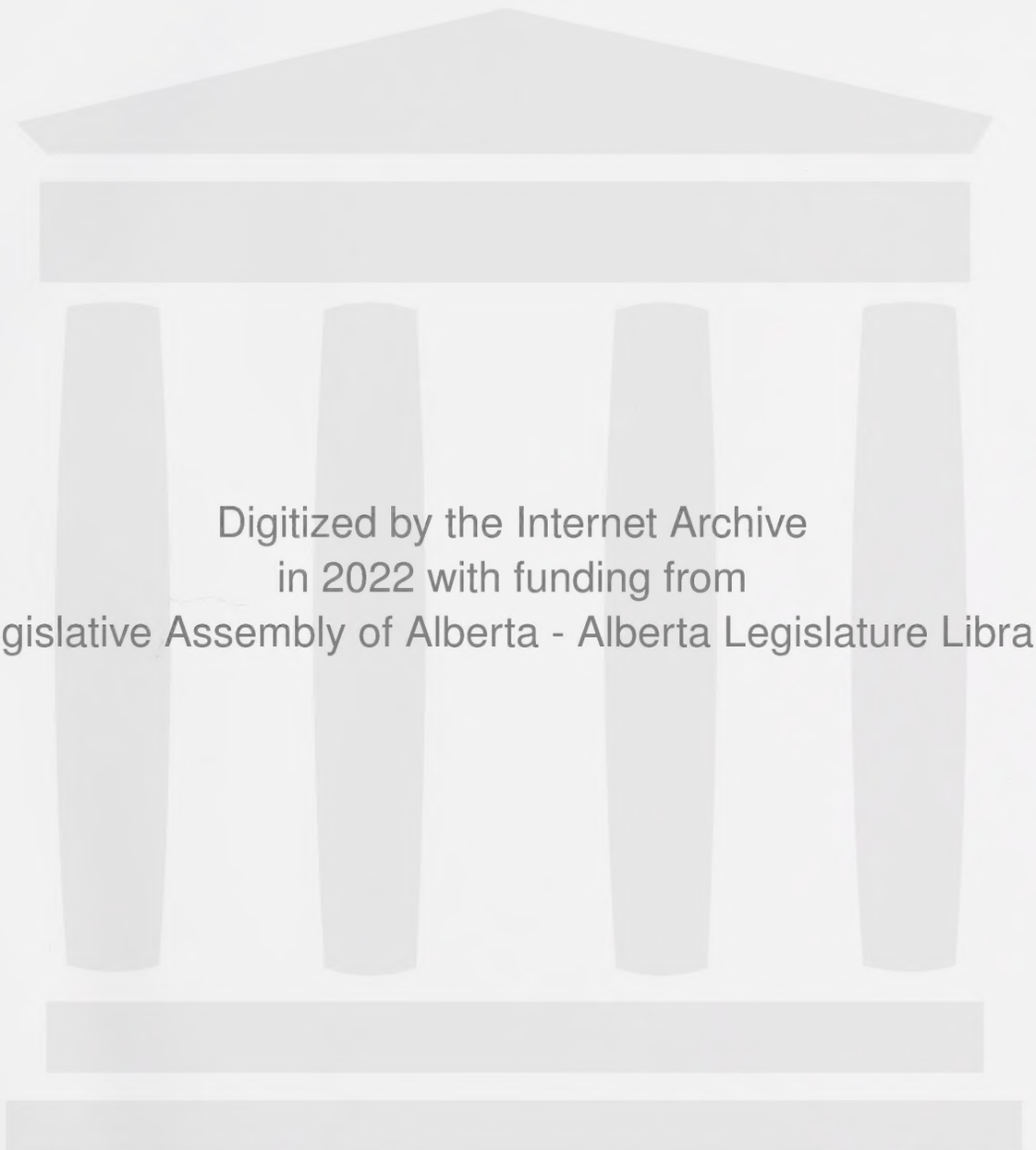
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The Province of Alberta

IN THE MATTER OF THE PUBLIC INQUIRIES ACT

—and—

IN THE MATTER OF a Commission, dated the 12th day of October, A.D. 1938, to inquire into matters connected with Petroleum and Petroleum Products

Commissioners:

The Honourable MR. JUSTICE McGILLIVRAY
(*Chairman*)

—and—

L. R. LIPSETT, ESQ.

Session:

CALGARY, Alberta EXHIBITS

VOLUME 20

Exhibits 442 to 481 inclusive

(BRITISH AMERICAN)

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EXHIBIT 442 - Being Volume 1 of the submission of The British American Oil Company, the main submission being extended in full in the Report, See Page 10,408 et seq.

Attached to and forming part of this Exhibit are the following graphs and statements:-

A graph showing the Trend in Octane numbers of standard No. 2 House Brand Gasolines.

Also the statements following:

Exhibit 442 (3A)

SUMMARY OF SALES YEAR 1938

CALGARY AND EDMONTON CITIES

	Nevr Nox	%	White Gasq.	%	Peerles Ethyl	%	All Gasolene	Motor Lub Oils	Greases
Calgary & Edmonton Dealers	405382	57	87155	12	218760	31	711297	21476	27009
	37%		32%		32%		35%	47%	79%
Calgary & Edmonton Ser Stns	672688	53	152745	13	430705	34	1256138	22071	4113
	61%		56%		66.1%		62%	48%	12%
Calgary & Edmonton Farm	26315	43	33316	54	2190	3	61821	2141	2844
	2%		12%		.3%		3%	5%	9%
	1,104,385		273,216		651,655		2,029,256	45,688	33,966

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF LUBRICATING OILS & MISCELLANEOUS PRODUCTS SOLD

IN THE PROVINCE OF ALBERTA YEAR 1938

Lubricating Oils	Brands	Source of Supply	Cost Price F. O. B. Point Shipping Calgary or Edmonton		Container	Selling Price Per Gallon	Discount Allowed at time of Purchase	Quantity Sold
(1) Autolenes	S.A.E. 10W; 20W; 20; 30 & 40	U. S. A.	32.45	32.64	In Drums	85.00	To Dealers 10%	
Autolenes	S.A.E. 50 & 60	U. S. A.	32.45	32.64	"	95.00	"	
(1) Pennzoils	S.A.E. 10W; 20; Med; Med.Hvy; Extra Hvy.	U. S. A.	48.50	49.42	"	112.00		
Pennzoils	S.A.E. Aircraft Light and Aircraft Heavy	U. S. A.	48.50	49.42	"	135.00		
British Motor Tractor	Med; Hvy; & Special Hvy.	U. S. A.	31.80	31.35	"	60.00		
Autolene Diesel	Med; and Hvy.	Canada	59.40	59.40	"	80.00	To Dealers 15%	
	Special Hvy.					90.00	"	
(1) Autolene Transmission	S.A.E. 80: 90: 110 & 160	U. S. A.	45.56	45.56	1/200 Drums	113.00	To Dealers 10%	
(1) Vulcan Transmission	S.A.E. 90 and 160	U. S. A.	29.79	29.79	In Drums	80.00	To Dealers 10%	
Misc. Industrial & Agricultural Oils								
Pennsylvania Cylinder		Canada	37.93	37.93	"	85.00		
Valve Steam Cylinder		"	44.33	44.33	"	85.00		
Dark Steam Cylinder		"	37.93	37.93	"	65.00		
Heavy Harvester		U. S. A.	31.24	31.24	"	58.00		
Special Spray Floor Oil		Canada	32.00	32.00	"	67.00		
Sutolene Spray Oil		"	29.52	29.52	"	58.00		
Hudson Clutch Oil		"	54.76	54.76	"	125.00		
Knee Action		"	38.36	38.36	"	125.00		
Shock Absorber		"	38.36	38.36	"	125.00		
						Market Price		Contract Price
Air Drill, British No. 1		"		38.64	"	60.00		58.00
Air Drill, British No. 1 Winter		"		38.64	"	62.00		60.00
Ammonia Vulcan		"		33.07	"	62.50		60.00
Ice Machine		"		32.45	"	54.50		52.50
Brick Oil		"		25.84	"	36.75		34.75
Black Oil, Summer		"		23.26	"	34.00		33.00
Black Oil, Winter		"		23.26	"	35.00		34.00
Ideal Cylinder		"		43.34	"	105.00		102.00
Ideal Mineral Cylinder		"		43.34	"	105.00		102.00
British Cylinder		"		43.34	"	91.50		88.50
British Mineral Cylinder		"		43.34	"	91.50		88.50
Vulcan Cylinder		"		37.92	"	74.00		71.00

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF LUBRICATING OILS & MISCELLANEOUS PRODUCTS SOLD

IN THE PROVINCE OF ALBERTA YEAR 1938

Lubricating Oils Misc. Industrial & Agricultural Oils	Brands	Source of Supply	Cost Price F. O. B. Shipping Point Calgary or Edmonton	Container	Selling Price Per Gallon Market Price	Discount Allowed at time of Purchase Contract Price	Quantity Sold
Reliable Cylinder		Canada	39.79	In Drums	66.00	64.00	
Acme Cylinder		"	39.79	"	50.00	48.00	
Car Oil, Vulcan, Summer		"	23.26	"	39.50	37.50	
Car Oil, " Winter		"	22.26	"	40.50	38.50	
Compressor	British	"	33.65	"	88.00	85.00	
"	Vulcan	"	33.78	"	82.00	79.00	
"	Reliable	"	30.67	"	68.50	65.50	
Crank Case	British	"	37.51	"	89.00	86.00	
"	Vulcan No.1	"	35.46	"	74.50	71.50	
"	Vulcan Light	"	32.19	"	69.50	66.50	
Crusher Oils	Heavy	"	29.79	"	61.00	59.00	
"	Meduim	"	29.79	"	57.00	55.00	
"	Winter	"	33.15	"	59.50	57.50	
Cutting Oil	Thread Vulcan	"	38.33	"	88.50	85.50	
"	Soluble Lubro	"	44.47	"	67.00	65.00	
"	Sulphur Vulcan	"	35.41	"	66.50	64.50	
"	Reliable	"	35.34	"	60.00	58.00	
Dryer Bearing	Super British	"	37.52	"	83.00	80.00	
"	British	"	35.46	"	70.00	67.00	
"	Vulcan	"	32.64	"	60.00	58.00	
Dynamo Oil	British Dynolene	"	32.64	"	60.00	58.00	
"	Vulcan Palene	"	30.64	"	54.00	52.00	
Engine & Machine	Vulcan "S" RedEngine	"	33.65	"	50.75	48.75	
" "	Vulcan "A" Red Engine	"	28.41	"	48.25	46.25	
" "	Reliable Red Engine	"	28.41	"	46.75	44.75	
" "	Acme Red Engine	"	28.41	"	45.50	43.50	
" "	British Heavy Engine	"	35.71	"	64.00	62.00	
" "	British No. 1 Marine	"	43.33	"	89.00	86.00	
" "	Vulcan Special Marine	"	41.33	"	82.00	79.00	
" "	Vulcan No. 3 Marine Engine	"	39.33	"	75.50	72.50	
" "	Vulcan Castor Oil Heavy	"	30.57	"	50.75	48.75	
" "	Vulcan Castor Oil Medium	"	30.57	"	48.75	46.75	
" "	Vulcan Heavy Machine	"	30.63	"	53.00	51.00	
Flushing Vulcan		"	30.57	"	42.50	40.50	
Floor Oil	White	"	35.98	"	82.00	79.00	
"	Vulcan Pale	"	30.57	"	64.00	62.00	
Form Oil	Light	"	25.84	"	36.75	34.75	
"	Dark	"	25.84	"	35.25	33.25	
Harness Oil	Vulcan	"	38.26	"	67.00	55.00	
Leather Oil	Vulcan Red	"	28.41	"	51.00	49.00	
"	" Pale	"	28.77	"	44.00	42.00	
"	" Cod	"	30.21	"	66.00	64.00	
"	" Tanner's Finishing	"	28.77	"	44.00	42.00	

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF LUBRICATING OILS & MISCELLANEOUS PRODUCTS SOLD

IN THE PROVINCE OF ALBERTA YEAR 1938

Lubricating Oils Misc. Industrial & Agricultural Oils	Brands	Source of Supply	Cost Price F. O. B. Shipping Point Calgary or Edmonton	Container	Selling Price Per Gallon Market Price	Discount Allowed at time of Purchase Contract Price	Quantity Sold
Neutral Oils	Varnishmaker's	Canada	28.41	In Drums	46.00	44.00	
"	Domestic	"	28.41	"	47.00	45.00	
"	Vulcan Special White	"	28.41	"	49.50	47.50	
"	Imported White	"	42.12	"	59.00	57.00	
Paraffine Oil	Vulcan Pale	"	25.84	"	36.75	34.75	
"	" Zone	"	27.84	"	48.50	46.50	
Sewing Machine	Stainless	"	56.10	"	112.00	109.00	
"	White	"	37.57	"	75.00	72.00	
"	Pale	"	25.84	"	50.00	48.00	
Separator Oil	Hand	"	30.57	"	62.00	60.00	
"	Power	"	31.65	"	66.50	64.50	
"	Turbine	"	33.65	"	76.50	73.50	
Mineral Seal	Vulcan	"	32.00	"	42.50	-	
Signal	"	"	56.00	"	75.00	-	
Lard	No. 1 Vulcan (Compound	"	1.0424	"	117.00	-	
Lard	Pure	"	1.6500	"	M.P.	-	
Neatsfoot	No. 1 Vulcan (Compound)	"	1.0200	"	117.00	-	
"	Pure	"	1.3253	"	M.P.	-	
Spindle Oil	British "A"	"	31.65	"	63.25	61.25	
"	Light Vulcan	"	29.24	"	45.00	43.00	
"	Med. "	"	29.24	"	52.00	50.00	
"	Heavy "	"	29.24	"	56.50	54.50	
Switch Oil	British	"	29.24	"	53.00	51.00	
Transformer	"	"	32.00	"	53.00	51.00	
"	Vulcan	"	30.00	"	46.50	44.50	
Tempering Oil	Mineral Heavy	"	28.57	"	59.00	57.00	
"	No. 1	"	29.13	"	66.00	64.00	
"	No. 2	"	28.57	"	60.00	58.00	
"	Quenching	"	31.65	"	66.00	64.00	
Turbine Oil	British Sturbolene Lt.	"	52.51	"	82.00	79.00	
"	" " Hy-Med.	"	55.75	"	82.00	79.00	
"	" " Heavy	"	57.50	"	87.00	84.00	
"	" " Ex. Hy.	"	58.30	"	87.00	84.00	
Wool Oil	Vulcan No. 1	"	38.21	"	73.50	70.50	
"	" White	"	38.64	"	80.00	58.00	
"	" No. 3	"	33.01	"	49.00	47.00	
Sinclair Tenol		"	47.40	"	95.00	/	
Sales for year 1938							486,765 Gals.

NOTES:-

1. Items marked (1) are subject to quantity discount as per schedule attached.
2. Peace River prices are 6½¢ higher than as shown on this statement.

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF LUBRICATING OILS & MISCELLANEOUS PRODUCTS SOLD

IN THE PROVINCE OF ALBERTA YEAR 1938

(2) Greases & Sundry Petroleum Products
(a) Sold per Lb.

	Brands	Source of Supply	Cost Price F. O. B. Shipping Point Calgary or Edmonton	Container	Selling Price Per Lb.	Discount Allowed at time of Purchase	Quantity Sold
Autolene Chassis Lub Grease		Canada	06.06	In Drums	08.125		
" Pressure Gun "		"	05.23	"	08.125		
" Cup Grease		"	05.18	"	08.125		
" Axle "		"	03.24	"	07.250		
" Transmission "		"	05.31	In 100# Kegs	09.125		
" Gear Lub "		"	04.98	In Drums	08.125		
" Universal Joint "		"	08.21	In 100# Kegs	10.000		
" Wheel Bearing "		"	08.21	" " "	10.000		
" Graphite Cup Grease		"	07.98	" 10# Pail	17.400		
" Crank Pin "		"	07.98	" " "	17.400		
" Hypoid Gear Lub "		"	07.77	" 100# Kegs	14.000		
" Water Pump "		"	08.48	" 10# Pails	17.100		
" Pure Linseed Soap		"	04.71	" Barrels	09.750		
" Petrolatum	Extra Amber	"	03.25	" "	07.250		
" "	Amber	"	03.00	" "	06.750		

					Market Price	Contract Price	
Vulcan No. 1 and 2 Cup Grease		"	06.18	In Barrels	09.75	08.75	
" No. 3 Cup Grease		"	06.18	"	10.25	09.25	
" No. 4 and 5 Cup Grease		"	06.18	"	10.75	09.75	
" Graphite Grease		"	06.70	"	11.25	10.25	
" Fibre Grease		"	06.70	"	11.00	10.00	
" Sponge Grease		"	06.70	"	11.00	10.00	
" Sponge Grease	Special	"	07.70	"	12.50	11.50	
" Wool Yarn Grease		"	07.25	"	11.50	10.50	
" Castor Yarn Grease		"	07.25	"	11.50	10.50	
" Cable Dressing		"	05.08	"	08.50	07.50	
" Gear Grease		"	04.50	"	08.00	07.00	
" Gear Shield Grease		"	04.00	"	09.00	08.00	
" Hymelpo Grease Nos. 2,3 and 4		"	11.24	"	14.00	13.00	
" Pinion Grease		"	06.98	"	09.50	08.50	
" Curve Grease		"	05.08	"	08.00	07.00	
" Cold Neck Grease		"	06.78	"	09.25	08.25	
"W Wire Drawing Grease		"	06.70	"	10.25	09.25	
" " " "	Special	"	07.20	"	10.75	09.75	
" P. G. Grease		"	06.23	"	10.00	09.00	
" Axle		"	04.24	"	08.00	07.00	
" Brick Grease	Light	"	11.08	In cases of 120#	17.75	16.75	
" " "	Dark	"	11.08	" " " "	17.75	16.75	

Sales for Year 1938 555,070 Lbs.

equivalent to 55,507 Gals.

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THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF LUBRICATING OILS & MISCELLANEOUS PRODUCTS SOLD

IN THE PROVINCE OF ALBERTA YEAR 1938

Exhibit 441 E (5)

(2b) Antifreeze (b) Sold per gallon	Cost Price F. O. B. Shipping Point Calgary or Edmonton	Selling Price Per Gallon	Quantity Sold
Frost Cop Concentrate	$1.81	$2.42	
Frostolene, Vulcan and Kayo Antifreezes	.6205	1.00	
Methyl-Hydrate and Alcohol	.9941	1.30	
Glycerine	3.5226	4.00	
Sales for year 1938			2,387 Gals.
Total Gallons of Greases and Antifreeze			57,894 Gals.

SUMMARY OF SALES VALUES, MARKETING EXPENSES AND NET PROFITS

	Gallons Sold	Average Selling Price	Sales Value	Freight	Marketing Cost	Administration	Net Realization at Shipping Point	Cost of Commodities Sold	Net Profit
Lubricating Oils	486,765	71.90	349,965.67	81,077.09	13,448.67	16,215.89	179,224.02	122,834.36	56,389.66
Greases and Anti-Freeze	57,894	09.348	54,118.89	9,570.02	11,205.26	2,496.13	30,847.48	33,451.41	2,603.93(R)
Miscellaneous Items & Equipment			36,514.03				36,514.03	32,758.40	3,755.63
	544,659		$440,598.59	$90,647.11	$84,653.93	$18,712.02	$246,585.53	$189.044.17	$57,541.36

TORONTO: 7th June, 1939

(R) Means Red Figures

Exhibit 442 (F)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF QUANTITY DISCOUNTS ALLOWED ON OILS AND GREASES

(a) The Company will increase the 10% discount allowed on the total purchases of Autolene Motor Oil and Vulcan Transmission Oil by the Dealer during the period this Agreement covers, on the following basis:-

From 3 to 4 drums, 3% additional (total discount entire quantity is 10% and 5%on List Price).

From 5 to 9 drums, 5% additional (total discount entire quantity is 10% and 5% on List Price).

From 10 to 24 drums, 10% additional (total discount entire quantity is 10% and 10% on List Price).

From 25 to 59 drums additional discount equivalent to 10% on List Price (total discount entire quantity is 20% on List Price).

60 drums and over, additional discount equivalent to 10% and 5% on List Price (total discount entire quantity is 20% and 5% on List Price).

Autolene Greases, Autolene Transmission Oils, Autolene Hypoid Gear Lubricant and Pennzoils do not carry the increased discounts provided under this paragraph, but quantities purchased will be added to quantities of Autolene Motor Oil and Vulcan Transmission Oil purchased to give a total quantity for the purpose of determining the rate at which the increased quantity discount will be allowed on purchases of Autolene Motor Oil and Vulcan Transmission Oil Hereunder.

(b) The Company will allow a discount on the total purchases of Pennzoil by the Dealer during the period this Agreement covers, on the following basis:-

3-5 Drums	6-14 Drums	15-59 Drums	Carloads or over
5%	10%	15%	20%

Discount will be based only on list price and total gallonage of Pennzoils purchased

TORONTO: 7th June, 1939

Exhibit 442 (1)

JOBBERS PRICES

GREAT WEST DISTRIBUTORS:

The Great West Distributors have purchased exclusively their White Products requirements from us for several years and during 1938 they were sold various brands and grades of White Products at the following prices:

Stellarene Ethyl Gasolene,	f.o.b.	Calgary	13.50¢
Red Head Standard Brand Leaded Gasolene"		"	11.25¢
Water White Kerosene for Lamp Purposes "		"	12.50¢
Tractor Gasolene	"	"	9.50¢
Tractor Kerosene (Distillate)	"	"	9.00¢
Turner Valley Naphtha	"	"	8.60¢
Absorption Gasolene	"	"	8.00¢
Gas Oil	"	"	7.00¢
Lighting Naphtha	"	"	14.25¢
light Gravity Distillate	"	"	9.50¢

In line with reduction in Market prices, these were reduced as follows:

June 21/38

Stellarene Ethyl Gasolene	f.o.b.	Calgary	13.25¢
Red Head Standard Brand Leaded Gasolene"		"	11.00¢
Water White Kerosene for Lamp Purposes "		"	12.25¢
Tractor Gasolene	"	"	9.25¢
Tractor Kerosene (Distillate)	"	"	8.75¢

On September 2, 1938, Turner Valley Naphtha was reduced to 7¢ and Absorption Gas to 7¢

Lighting Naphtha, June 21, 1938, was reduced to 14¢ and light Gravity Distillate to 9.25¢.

CANADIAN OIL COMPANIES LIMITED:

During 1938, these people purchased part of their requirements from us on the following price basis:

White Gasolene	f.o.b.	Calgary	9.50¢
Leaded Green Gasolene	"	"	11.40¢
Ethyl Gasolene	"	"	13.50¢
Kerosene	"	"	12.50¢
Heavy and Light Distillate	"	"	9.00¢
Turner Valley Gasolene	"	"	9.50¢
Tractor Gasolene	"	"	9.50¢
Domestic Fuel Oil	"	"	7.25¢

On April 14, 1938, a revision was made:

Leaded Green, Ethyl and Kerosene, same base price but option added: "Leaded Green, Ethyl and Kerosene at spread of 6¢ under tank wagon destination, providing the price was lower than base price plus freight, and on British Motor, White Gasolene and Heavy Distillate, 4½¢ under tank wagon at destination."

July 9, 1938
Special Tractor Fuel, f.o.b. Turner Valley - 9½¢ less 1¢

Exhibit 442 (2)

BELL REFINING COMPANY:

During 1938, we sold these people their entire requirements of White Products and Lubricating Oils on the following basis:

Apr. 7, 1936	Ethyl and Nevr-Nox Gasolene invoiced at 6¢ under T/W price destination	
Oct. 15, 1936	Kerosene 6¢ under T/W price destination.	
July 20, 1936	58-60 Distillate - 5¢ under T/W price destination ($\frac{1}{2}$¢ per gallon will be deducted from billing to allow for cartage)	
Nov. 23, 1936	Discolored Turner Valley Naphtha f.o.b. Bell Plant	.0956
	Turner Valley Gasolene 5¢ differential below T/W price delivered Calgary	
	Bell Ethyl & Bell Green Gasolene 6¢ Differential	
	58/60 Purple Distillate 5¢ differential	
	Silver Flash Distillate 5¢ "	
	Super Power Gasolene 6¢ "	
	Kerosene 6. "	
Mar. 24, 1938	Discolored Naphtha f.o.b. Bell Terminal	.08
Aug. 2, 1938	Semi-Diesel Fuel Oil 4¢ below T/W destination	
Aug. 25, 1938	Tractor Fuel	.08$\frac{1}{2}$

Exhibit 442 (3)

SERVICE STATION GALLONAGE AND COSTS

We have a total of 13 Stations in the City of Calgary, the total gallonage sold through these in 1938 being 552,222 gallons. The rental we received amounted to $11,935.36. Against this, the total rental or taxes paid by us on these properties amounted to $8,457.78, which gave us a rental greater than the taxes and rentals paid, the amount being $3,477.58.

In the City of Edmonton, we own 14 Stations, which gave us a total gallonage in 1938 of 735,324 gallons. The rentals we received amounted to $9,225.59 and the rent and taxes paid by us $12,944.89, making our rental received $3,719.30 less than the rent and taxes paid.

In addition to the Cities of Edmonton and Calgary, we own stations at the following locations:

Banff
Drumheller
Macleod
Medicine Hat.

The number of Service Stations properties on which Stations have not been erected total 3, located as follows:

One lot at Medicine Hat
One lot at Red Deer
One lot at Taber.

The total gallonage sold through all Service Stations in the Province for 1938 amounted to 1,366,855 gallons. Rental received by us amounted to $22,631.91 against which we paid rent and taxes of $22,399.29, leaving us a difference of $232.62 above the rent and taxes paid by us.

EXHIBIT 442 continued - This Exhibit contains further:

(a) Map of Alberta showing marketing points.
(b) Sample of Agency Agreement.
(c) Lubricating Oil prices.
(d) Sample Order Form for shipment of Products.
(e) Posted Tank Wagon Price List.
(f) Price List for stations in Alberta of B. A. Petroleum Products.
(g) Price List for Calgary, Rural and City, Price list for Edmonton, Rural and City. (Similar to (f))
(h) Sales Agreement.
(i) Lease Agreement.
(j) Sales contract.

Note: If copies of the above documents are desired they will be furnished upon request.

Exhibit 443

Being volume 2 of the submission of The British American Oil Company, the main submission being extended in full in the Report, see page 10,510 etc
Attached to and forming part of this exhibit are the following documents:

(a)
The average net tank wagon prices in the State of Montana, for 1936, 1937, and 1938 shown in Imperial Gallons, Duty, Sales and Excise Taxes paid for comparative purposes, and their comparison with those in Saskatchewan and Alberta over a similar period, are as follows:

STANDARD GRADE GASOLENE
1-9-3-6

Regina	Saskatoon	Calgary	Edmonton	Average
21.88	25.67	21.04	23.68	23.07

Billings, Mont.	Great Falls	Butte, Mont.	Helena, Mont.	Average
22.93(R)	23.27(R)	21.64(R)	23.81(R)	22.91(R)

1-9-3-7

Regina	Saskatoon	Calgary	Edmonton	Average
21.50	25.13	19.42	21.92	21.99

Billings, Mont.	Great Falls	Butte, Mont	Helena, Mont.	Average
20.59(R)	21.38(R)	19.07(R)	21.38(R)	20.61(R)

1-9-3-8

Regina	Saskatoon	Calgary	Edmonton	Average
18.42	20.92	15.71	18.50	18.38

Billings, Mont.	Great Falls	Butte, Mont.	Helena, Mont.	Average
18.70(R)	18.71(R)	19.09(R)	19.43(R)	18.98(R)

(Authority) - National Petroleum News)
and in comparison with Alberta points only the average prices for 1936, 1937 and 1938 are as follows:

	1936	1937	1938
Alberta	22.36	20.67	17.10
Montana	22.91(R)	20.61(R)	18.98(R)

(R) means red figures

Exhibit 443 Con'd

(b) A statement showing the proposed set-up of the British American Oil Company referred to in the brief, at the 21 points indicated. Three stations, Arrowwood, Leduc and Cardston are extended as illustrative.

PRESENT SET-UP
PROPOSED SET-UP(R)

Place	Offering (000's omitted)		No. Co's.	Total No. Tanks	B.A.O. Lt. OIL SALES Dealers	Farmers	Total	STAFF Agents	Drivers	Salaries	TRUCKS No.	Cost	Total Comm on Lt. Oils	Est. Fixed Chgs.	Total cost Ex. Int. on Invest	Cost per gal. Excl Invest. Int.	Incl Invest. Int.
Arrowwood	105	(a)	3	4-48,000				3,554	13,602	17,156			193.56	235.92	429.48	2.50	2.98
		(b)															
		(c)															
	105(R)		1(R)	4-48,000(R)				1(R)		1,800.00(R)	1(R)	502.50(R)	1,199.45(R)		3,501.95(R)	3.34(R)	3.80(R)
Leduc	223	(a)	5	13-67,000				44,650	14,510	59,160			929.17	701.57	1,630.74	2.76	3.34
		(b)															
		(c)		2-15,000													
	223(R)		1(R)	8-96,000(R)				1(R)	1(R)	3,000.00(R)	2(R)	1,538.00(R)	1,680.92(R)		6,218.92(R)	2.79(R)	3.26(R)
Cardston	400	(a)	5	14-10,000				44,803	57,162	101,965			1,728.76	724.13	2,452.89	2.41	2.70
		(b)	1														
		(c)		3-27,000													
	400(R)		1(R)	10-120,000(R)				1(R)	2(R)	4,080.00(R)	3(R)	2720.00(R)	1,686.68(R)		8,486.68(R)	2.12(R)	2.41(R)

AVERAGES:	Small	3.05	3.76
		3.88(R)	4.42(R)
	Med.	2.72	3.21
	"	3.23(R)	3.74(R)
	Large	2.42	2.74
	"	2.08(R)	2.37(R)
	All	2.67	3.14
		2.90(R)	3.32(R)

(R) means red figures

Exhibit 443 Cont'd

TANK WAGON PRICES (LESS 1¢ A.B.A.)

STANDARD GRADE GASOLENE

Date	Montreal	Ottawa	Toronto	Windsor	Fort William	Winnipeg	Regina	Saskatoon	Calgary	Edmonton
1928	20.90	19.90	19.90	19.90	22.40	22.40	26.45	27.50	22.85	26.90
1929	20.75	16.65	19.90	19.90	21.90	21.90	26.40	27.50	23.85	27.80
1930	20.35	19.35	19.35	19.35	20.95	20.95	25.85	28.00	23.35	27.35
1931	17.75	17.80	16.90	16,90	18.85	18.85	22.90	25.05	20.40	24.00
1932	17.25	17.90	17.50	17.35	19.25	20.25	24.15	26.20	21.75	25.25
1933	15.90	16.25	16.30	16.75	18.30	19.10	23.10	25.50	20.15	23.60
1934	17.00	15.90	15.55	15.50	19.70	20.70	22.00	25.80	21.50	24.20
1935	14.55	14.65	14.65	15.15	19.70	20.70	22.00	25.80	21.50	24.20
1936	12.10	13.90	13.90	13.90	20.15	20.65	21.90	25.10	21.05	23.70
1937	12.85	15.00	15.00	15.50	20.20	19.95	21.50	25.40	19.40	21.90
1938	13.65	14.90	14.75	15.40	19.70	19.50	18.40	22.05	15.70	18.50
11 Year Average	16.64	16.56	16.70	16.87	20.10	20.45	23.15	25.81	21.04	24.31
Price Range	08.80	05.25	06.00	06.00	04.10	03.55	08.05	06.05	08.15	09.30
Price Reduction 1928-38	07.25	05.00	05.15	04.50	02.70	02.90	08.05	05.95	08.15	09.30

NOTE: These are average yearly prices.

Authority - National Petroleum News.

STATEMENT NO. 2-A

Statement No. 2-A (first two pages) goves the net Tank Wagon price per month for Standard Grade Gasolene, exclusive of Gasolene Tax, at each of the 4 main cities in the Provinces of Saskatche and Alberta; also a monthly average of the prices at each of these four points and a monthly average of the 2 Alberta cities with a monthly average of the 2 Alberta and Saskatchewan cities nearest e International Boundary.

These monthly prices in each of these 4 main cities are shown for the years 1936, 1937, and 1938, and are the average prices for each month and are compiled from the weekly price figures en in the National Petroleum News.

STANDARD GRADE GASOLENE

NET TANK WAGON PRICES, 1936 - 1937.

WESTERN CANADA POINTS

	Regina	Saskatoon	Calgary	Edmonton	Monthly Average	Monthly Average Calg. & Edm.	Monthly Average Calg. & Regina
	22.00	25.80	21.50	24.20	23.37	22.85	21.75
	22.50	26.30	22.00	24.70	23.87	23.35	22.25
	22.50	26.30	22.00	24.70	23.87	23.35	22.25
	22.50	26.30	22.00	24.70	23.87	23.35	22.25
	22.50	26.30	22.00	24.70	23.87	23.35	22.25
	21.50	25.30	21.00	23.70	22.88	22.35	21.25
	21.50	25.30	21.00	23.70	22.88	22.35	21.25
	21.50	25.30	21.00	23.70	22.88	22.35	21.25
	21.50	25.30	20.00	22.50	22.32	21.25	20.75
	21.50	25.30	20.00	22.50	22.32	21.25	20.75
	21.50	25.30	20.00	22.50	22.32	21.25	20.75
	21.50	25.30	20.00	22.50	22.32	21.25	20.75
ge	21.88	25.67	21.04	23.68	23.07	22.36	21.46

Montan Average 22.91(R)

1937	Regina	Saskatoon	Calgary	Edmonton	Monthly Average	Monthly Average Calg. & Edm.	Monthly Average Calg. & Regina
Jan.	21.50	25.30	20.00	22.50	22.32	21.25	b 20.75
Feb.	21.50	25.30	20.00	22.50	22.32	21.25	20.75
Mar.	21.50	25.30	20.00	22.50	22.32	21.25	20.75
Apr.	21.50	25.30	20.00	22.50	22.32	21.25	20.75
May	21.50	25.30	20.00	22.50	22.32	21.25	20.75
June	21.50	25.30	20.00	22.50	22.32	21.25	20.75
July	21.50	25.30	20.00	22.50	22.32	21.25	20.75
Aug.	21.50	25.30	20.00	22.50	22.32	21.25	20.75
Sept.	21.50	25.30	19.00	21.50	21.82	20.25	20.25
Oct.	21.50	25.30	19.00	21.50	21.82	20.25	20.25
Nov.	21.50	24.30	17.50	20.00	20.82	18.75	19.50
Dec.	21.50	24.30	17.50	20.00	20.82	18.75	19.50
Average	21.50	25.13	19.42	21.92	21.99	20.67	20.46

Montana Average 20.61(R)

NOTE: These are average prices for each month

Authority - National Petroleum News.

(R) means red figures.

STANDARD GRADE GASOLENE

NET TANK WAGON PRICES, 1938

WESTERN CANADA POINTS

	Regina	Saskatoon	Calgary	Edmonton	Monthly Average	Monthly average Calg. & Edm.	Monthly Average Calg. & Regina
	19.00	21.80	16.00	18.50	18.82	17.25	17.50
	19.00	21.80	16.00	18.50	18.82	17.25	17.50
	19.00	21.80	16.00	18.50	18.82	17.25	17.50
	19.00	21.80	16.00	18.50	18.82	17.25	17.50
	19.00	21.80	16.00	18.50	18.82	17.25	17.50
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
	18.00	20.30	15.50	18.50	18.07	17.00	16.75
e	18.42	20.92	15.71	18.50	18.38	17.10	17.06

Montana Average - 18.98(R)

These are average prices for each month. (In cents per gallon.)

(R) means red figures

Exhibit 443 (2-B)

STANDARD GRADE GASOLENE
NET TANK WAGON PRICES, 1936-1937
MONTANA POINTS

	Butte, Mont.		Billings, Mont.		Great Falls		Helena, Mont.		AVERAGE	
1936	Wine Gal.	Imp. Gal.	Wine Gal.	Imp Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.
Jan.	15.25	21.70	13.75	19.42	14.75	20.75	15.75	22b36	14.88	21.06
Feb.	16.00	23.53	14.50	20.42	15.50	21.75	16.50	24.20	15.63	22.47
Mar.	16.00	23.53	14.50	20.42	15.50	21.75	16.50	24.20	15.63	22.47
Apr.	16.00	23.53	16.50	24.20	16.50	24.20	16.50	24.20	16.38	24.03
May	15.00	21.75	16.50	24.20	15.25	24.20	16.50	24.20	15.81	23.58
June	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
July	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
Aug.	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
Sept.	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
Oct.	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
Nov.	15.00	21.09	16.50	24.20	16.50	24.20	16.50	24.20	16.13	23.42
Dec.	13.50	19.09	15.00	21.36	15.00	21.36	15.00	21.36	14.63	20.79
Average	15.14	21.64	15.81	22.93	15.96	23.27	16.31	23.81	13.81	22.91
						Calg. & Edm. Average		----		22.36(R)
1937										
Jan.	13.50	19.09	15.00	21.09	15.00	21.09	15.00	21.09	14.63	20.39
Feb.	13.50	19.09	15.12	21.25	15.12	21.25	15.12	21.25	14.72	20.71
Mar.	13.50	19.09	15.50	21.75	15.50	21.75	15.50	21.75	15.00	21.08
Apr.	13.50	19.09	15.50	21.75	15.50	21.75	15.50	21.75	15.00	21.08
May	13.50	19.09	15.50	21.75	15.50	21.75	15.50	21.75	15.00	21.08
June	13.50	19.09	15.50	21.75	15.50	21.75	15.50	21.75	15.00	21.08
July	13.50	19.09	14.37	19.76	15.50	21.75	15.50	21.75	14.72	20.59
Aug.	13.50	19.09	14.00	19.76	15.50	21.75	15.50	21.75	14.63	20.59
Sept.	13.50	19.09	14.00	19.76	15.50	21.75	15.50	21.75	14.63	20.59
Oct.	13.50	19.09	14.00	19.76	15.50	21.75	15.50	21.75	14.63	20.59
Nov.	13.37	18.92	13.87	19.59	15.00	21.09	15.00	21.09	14.31	20.17
Dec.	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
Average	13.49	19.07	14.66	20.59	15.22	21.38	15.22	21.38	14.65	20.61
						Calg. & Edm. Average		----		20.67(R)

NOTE: The above Imperial Gallon prices include Sales and Excise Tax and Duty paid at points listed.
Authority- National Petroleum News.

(R) means red figures.

STANDARD GRADE GASOLENE
NET TANK WAGON PRICES, 1938
MONTANA POINTS

1938	Butte, Mont.		Billings, Mont.		Great Falls		Helena, Mont.		Averages	
	Wine Ga.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.
Jan.	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
Feb.	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
Mar.	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
Apr.	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
May	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09	13.50	19.09
June	13.50	19.09	13.50	19.09	13.37	18.92	13.62	19.25	13.50	19.08
July	13.50	19.09	13.50	19.09	13.00	18.42	14.00	19.75	13.50	19.08
Aug.	13.50	19.09	13.50	19.09	13.00	18.42	14.00	19.75	13.50	19.08
Sept.	13.50	19.09	13.50	13.42	13.00	18.42	14.00	19.75	13.38	18.92
Oct.	13.50	19.09	13.00	18.42	13.00	18.42	14.00	19175	13.38	18.92
Nov.	13.50	19.09	12.50	17.75	13.00	18.42	14.00	19.75	13.25	18.75
Dec.	13.50	19.09	12.00	17.09	12.75	18.09	14.00	19.75	13.16	18.50
Average	13.50	19.09	13.21	18.70	13.22	18.75	13.76	19.43	13.43	18.98

Calg. & Edm. Average ... 17.10(R)

NOTE: The above Imperial Gallon prices include Sales Tax and Duty paid at points listed.

THIRD GRADE GASOLENE
NET TANK WAGON PRICES, 1936-37.
MONTANA POINTS.

1937	Butte, Mont.		Billings, Mont.		Great Falls		Helena, Mont.		Average	
	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.
Jan.	11.50	16.43	14.00	19.76	14.00	19.76	14.00	19.76	13.38	18.93
Feb.	11.50	16.43	14.12	19.92	14.12	19.92	14.12	19.92	13.47	19.05
Mar.	11.50	16.43	14.50	20.42	14.50	20.42	14.50	20.42	13.75	19.42
Apr.	11.50	16.43	14.50	20.42	14.50	20.42	14.50	20.42	13.75	19.42
May	11.25	16.09	14.50	20.42	14.50	20.42	14.50	20.42	13.69	19.34
June	10.50	15.09	14.50	20.42	14.50	20.42	14.50	20.42	13.50	19.09
July	10.50	15.09	12.62	17.09	14.50	20.42	14.50	20.42	13.03	18.26
Aug.	10.50	15.09	12.00	17.09	14.50	20.42	14.50	20.42	12.88	18.26
Sept.	10.50	15.09	12.00	17.09	14.50	20.42	14.50	20.42	12.88	18.26
Oct.	10.50	15.09	12.00	17.09	14.50	20.42	14.50	20.42	12.88	18.26
Nov.	10.37	14.93	12.00	17.09	14.00	19.76	14.00	19.76	12.59	17.89
Dec.	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	11.88	16.93
Average	10.89	15.61	13.23	18.66	14.22	20.05	14.22	20.05	13.14	18.59

NOTE: The above Imperial Gallon Prices include Sales and Excise Tax and Duty paid at points listed.

THIRD GRADE GASOLENE
NET TANK WAGON PRICES, 1936-1937
MONTANA POINTS

Exhibit 443 (d) 2-B

1936	Butte Mont.		Billings, Mont.		Great Falls		Helena, Mont.		Average	
	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.
Jan.							13.75	22.36	13.75	22.36
Feb.							14.50	20.42	14.50	20.42
Mar.							14.50	20.42	14.50	20.42
Apr.							14.50	20.42	14.50	20.42
May							14.50	20.42	14.50	20.42
June							14.50	20.42	14.50	20.42
July							14.50	20.42	14.50	20.42
Aug.							14.50	20.42	14.50	20.42
Sept.							14.50	20.42	14.50	20.42
Oct.							14.50	20,42	14.50	20,42
Nov.							14.50	20.42	14.50	20.42
Dec.							13.75	20.91	13.75	20.91
Average							14.38	20.62	14.38	20.62

NOTE: The Above Imperial Gallon prices include Sales and Excise Tax and Duty paid at points listed.

THIRD GRADE GASOLENE
NET TANK WAGON PRICES - 1938
MONTANA POINTS

1938	Butte, Mont.		Billings, Mont.		Great Falls		Helena, Mont.		Average	
	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.	Wine Gal	Imp Gal.	Wine Gal.	Imp. Gal.	Wine Gal.	Imp. Gal.
Jan.	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	11.88	16.92
Feb.	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	12.00	16.92
Mar.	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	11.88	16.92
Apr.	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	11.88	16.92
May	10.50	15.09	12.00	17.09	12.50	17.76	12.50	17.76	11.88	16.92
June	10.50	15.09	12.12	17.26	12.37	17.59	12.62	17.92	11.90	16.96
July	10.50	15.09	12.50	17.76	12.00	17.09	13.00	13.42	12.00	17.09
Aug.	10.50	15.09	12.50	17,76	12.00	17.09	13.00	18.42	12.00	17.09
Sept.	10.50	15.09	10.00	14.43	12.00	17.09	13.00	18.42	11.38	16.25
Oct.	10.50	15.09	10.00	14.43	11.00	15.76	13.00	18.42	11.13	15.92
Nov.	10.50	15.09	10.00	14.43	11.00	15.76	13.00	18.42	11.13	15.92
Dec.	10.50	15.09	10.00	14.43	10.75	15.42	13.00	18.42	11.06	15.84
Average	10.50	15.09	11.43	16.32	11.97	17.05	12.76	18.10	11.68	16.64

NOTE: The above Imperial Gallon prices include Sales Tax and Duty paid at points listed.

Authority - National Petroleum News.

MONTANA REFINER Y PRICES
BASIS QUOTATIONS MADE NOV. 25,1937.
(Authority - T. C. Luders)

	DOMESTIC MARKET		Big West Refin.,Kevin			EXPORT PRICES Home Refinery, Conrad		
	Wine	Imp.	Wine	Imp.	L/D Calgary	Wine.	Imp.	L/D Calgary
Ethyl Gaso.	-					10.0¢	14.43¢	16.93¢
1st Structure (70 Oct.)	14.0¢	19.758¢	8.0¢	11.766¢	14.266¢	8.5	12.432	14.632
2nd Structure (60-65 Oct.)			7.5	11.100	13.600	7.5	11.100	13.600
Straight Run Gaso. (63 Grav)	13.0	18.426	7.0	10.434	12.934	6.5	9.768	12.268
Distillate 43 Gravity			6.5	9.768	12.268	6.0	9.102	11.602
Diesel Oil						4.0	5.883	7.383

Note #1 - Imperial Gallon prices are Duty, Sales and Excise paid, f.o.b. Kevin and Conrad respectively.
Note #2 - Laid down Calgary Prices are based on 2½¢ truckage.

FREIGHT RATES

All rates in Black are Imperial Gallons
Rates in Red are Wine Gallons

	COUTTS	CALGARY	KEVIN	CONRAD	CUTBANK
Billings	4.36	7.32			
Butte	4.12	7.08		2.81 2.34(R)	
Great Falls	1.74	4.70	1.47 1.22(R)	.75 .63(R)	1.47 1.22(R)
Helena			2.65 2.21(R)	1.98 1.65(R)	2.65 2.21(R)
Kevin	.56	3.52			
Conrad	.91	3.87			
Cutbank	.91	3.87			

NOTE: Rates are in cents per gallon

(R) means red figures.

COMPARISON MONTANA REFINERY PRICES
EXPORT versus DOMESTIC MARKET

	DOMESTIC MARKET				EXPORT MARKET			
	North West Ref. Co. Cutbank, Mont.		Farmers' Co-op. Oil Conrad, Mont.		North West Ref. Co. Cut Bank, Mont.		Home Oil Ref. Co. Conrad, Mont.	
	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.
Standard - Leaded			10.5	14.688			8.0	11.448
Standard - Non-Leaded	9.873	13.936			7.5	10.80		
Third Structure	7.873	11.344	9.5	13.392	6.0	8.856	6.0	8.856
Distillate - 46 Grav.			6.5	9.504				
Distillate - 44/45 Grav.			5.5	7.668				
Distillate - 40 Grav.								
Diesel Fuel			5.5	7.668				

NOTE: Above are basis of quotation made June 5-6-7, 1939.

Exhibit 443(e) 3-3

MONTANA REFINERY PRICES
AS OBTAINED JUNE 5-6-7, 1938

EXPORT MARKET

Refinery and Location	Standard Grade Gasolene				Third Structure Gasolene		46 Gravity Distillate		44/45 Gravity Distillate		40 Gravity Distillate		Diesel Fuel	
	Leaded		Non-Leaded											
	Wine	Imp.	Wine	Imp	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.
Cut Bank Ref. Co., Cut Bank, Mont.					5.5	8.208			5.0	7.02			3.5	5.076
North West Ref. Co. Cut Bank, Mont.			7.5	10.80	6.0	8.856								
Hole Bros. Ref. Cut Bank, Mont.	7.0	10.152			6.5	9.504			5.5	7.668			4.0	5.724
Home Oil Ref. Co. Conrad, Mont.	8.0	11.448			6.0	8.856								
Home Ref. Co. Great Falls, Mont.														
Deloraine Ref. Co. Oilmont, Mont.					7.0	10.152	6.0	8.856	5.0	7.02			3.0	4.428
Morton Ref. Co. Oilmont, Mont.											4.0	5.724	3.0	4.428
Treasure State Ref. Co. Shelby, Mont.					5.5	8.208			5.0	7.02	4.5	6.372	3.0	4.428

NOTE: Imperial gallon price includes Duty, and Sales Tax but not including Freight or Customs Brokers' Commission.

Library of Congress
Washington, D.C. 20540

Exhibit 443 (e) 3-4

MONTANA REFINERY PRICES

DOMESTIC MARKET — AS OBTAINED JUNE 5-6-7, 1939

Refinery and Location	Standard Grade Gasolene Leaded		Standard Grade Gasolene Non-leaded		Third structure Gasolene		46 Gravity Distillate		44/45 Gravity Distillate		40 Gravity Distillate		Diesel Fuel	
	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.	Wine	Imp.
Farmers' Equity Co-op. Co. Brady, Mont. Buying from North West Ref. Co. Cut Bank, Mont.														
F.O.B. Brady			10.5	14.688	8.5	12.096								
F.O.B. Cut Bank			9.873	13.936	7.873	11.344								
Farmers Co-op. Oil Supply Co. Conrad, Mont. Buying from Home Ref. Co. Conrad, Mont.														
F.O.B. Conrad	10.5	14.688			9.5	13.392	6.5	9.504	5.5	7.668			5.5	7.668
Farmers Co-op. Oil Supply Co. Sunburst, Mont. Buying from Big West Oil Co. Kevin, Mont.														
F.O.B. Sunburst			8.5	12.096					5.5	7.668			6.0	8.316
F.O.B. Kevin			8.17	11.7					5.17	7.272			5.67	7.92

NOTE: Imperial gallon prices includes Duty and Sales Tax but not including Freight or Customs Brokers' commission.

SUMMARY

IMPORTS INTO CANADA FROM MONTANA FIELD

Years, 1937 and 1938.

	1937	1938
January	240,443	469,516
February	192,163	388,155
March	455,145	676,446
April	829,728	1,120,131
May	1,010,232	1,534,872
June	1,261,057	1,556,250
July	2,079,691	1,729,987
August	1,724,895	2,256,776
September	1,379,282	1,909,904
October	1,048,569	1,639,822
November	908,503	1,147,426
December	686,298	837,232
	11,816,006	15,266,517

Toronto: June 20, 1939



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Exhibit 443(e) 3-

IMPORTS INTO CANADA FROM MONTANA FIELD

TWELVE MONTHS ENDING DEC. 31, 1938.

1938	International Ref. Co.	Big West Oil Co.	Cut Bank Ref. Co.	Deloraine Refining Co.	Home Oil Ref. Co.	North West Ref. Co.	Unity Petroleum Corp.	Treasure State Ref. Co.	Havre Oil and Ref. Company	TOTAL
Jan.	346,124	89,458		1,620	9,946	22,368				469,516
Feb.	300,601	73,762			778	13,014				388,155
Mar.	506,777	151,072	7,257	486		10,854				676.446
Apr.	796,275	195,887	76,687	8,434	4,320	38,528				1,120.131
May	1,065,622	273,268	50,270	8,255	79,339	58,118				1,534,872
June	1,186,317	212,564	17,108	5,930	77,549	56,158		624		1,556,250
July	1,363,119	228,512	4,838	8,419	84,279	40,144		676		1,729,987
Aug.	1,668,519	411,907	8,544	14,156	72,765	71,885		9,000		2,256,776
Sept.	1,497,087	316,164	10,122	7,498	21,508	56,168			1,357	1,909,904
Oct.	1,341,273	232,712	1,124	3,651	14,218	40,554	366	480	5,444	1,639,822
Nov.	955,469	138,538	1,057	918	5,274	44,395			1,775	1,147,426
Dec.	727,803	64,010		486	4,656	35,507			4,770	837,232
TOTAL	11,754,986	2,387,854	177,007	59,853	374,632	487,693	366	10,780	13,346	15,266,517

FEBRUARY 3, 1939.

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Exhibit 443(e) 3-7

IMPORTS INTO CANADA FROM MONTANA FIELD

TWELVE MONTHS ENDING DECEMBER 31, 1937.

1937	International Ref. Co.	Big West Oil Co.	Cut Bank Ref. Co.	Deloraine Ref. Co.	Home Oil Ref. Co.	North West Ref. Co.	Unity Petroleum Corp.	TOTAL
Jan.	235,057	4,608			778			240,443
Feb.	192,163							192,163
Mar.	386,603	65,729	868		1,945			455,145
Apr.	627,184	130,036			57,426	15,082		829,728
May	675,525	200,183	4,430	973	99,681	29,442		1,010,232
June	810,448	290,017	7,500	903	83,253	68,936		1,261,057
July	1,028,067	144,513	5,682	648	789,736	111,045		2,079,691
Aug.	1,080,582	307,688	8,220	2,592	148,183	177,630		1,724,895
Sept.	883,212	179,772	1,320	570	76,113	238,295		1,379,282
Oct.	770,275	159,111	498	378	71,002	47,305		1,048,569
Nov.	700,375	127,028	1,440	1,080	32,041	46,339	200	908,503
Dec.	535,866	54,716	3,156	324	22,742	68,584	910	686,298
TOTAL	7,925,357	1,663,399	33,114	7,468	1,382,900	802,658	1,110	11,816,006

February 3, 1939.

Exhibit 443 (F) (a)

ALBERTA WHEAT PRODUCTION

FIVE YEAR AVERAGE -- 1933-34-35-36-37

Table based on Annual Wheat Yield and Gasolene Consumption showing possible loss in event of degradation due to delay in threshing and consequent deterioration through wet weather.

Dockages: Tough 3¢, Damp 9¢, Heated 13¢.

	Yield	Gas Consumption
1933	102,334,000	40,324,000
1934	112,500,000	45,194,000
1935	98,648,000	47,443,000
1936	66,000,000	54,388,000
1937	74,000,000	65,736,000
5-year Total	453,482,000	253,085,000
5-year Average	90,696,400	50,617,000

PERCENTAGE OF ANNUAL WHEAT CROP AFFECTED

	10%	20%	30%	40%	50%
Bushels:	9,069,640	18,139,280	27,208,920	36,278,560	45,348,200
tough	272,089.20	544,178.40	816,267.60	1,088,356.80	1,360,446.00
per gal.	.5375	1.0751	1.6126	2.1502	2.6877
damp	816,267.60	1,632,535.20	2,448,802.80	3,265,070.40	4,081,338.00
per gal.	1.6126	3.2253	4.8379	6.4505	8.0632
heated	1,179,053.20	2,358,106.40	3,537,159.60	4,716,212.80	5,895,266.00
per gal.	2.3294	4.6587	6.9881	9.3174	11.6468

PRAIRIE PROVINCES- (MANITOBA, SASKATCHEWAN & ALBERTA)

WHEAT PRODUCTION

FIVE YEAR AVERAGE - 1933-4-5-6-7

Table based on Annual Wheat Yield and Gasolene Consumption showing possible loss in event of degradation due to delay in threshing and consequent deterioration through wet weather.

Dockages: Tough 3¢, Damp 9¢, Heated 13¢

PERCENTAGE OF ANNUAL WHEAT CROP AFFECTED

	10%	20%	30%	40%	50%
		Yield		Gas Consumption	
1933		263,004,000		97,057,000	
1934		263,800,000		109,673,000	
1935		264,096,000		115,092,000	
1936		202,000,000		136,916,000	
1937		159,000,000		156,080,000	
5-year Total		1,151,900,000		614,818,000	
5-year Average		230,380,000		122,963,600	
Bushels:	23,038,000	46,076,000	69,114,000	92,152,000	115,190,000
tough	691,140.00	1,382,280.00	2,073,420,00	2,764,560.00	3,455,700.00
per gal.	.5621	1.1241	1.6862	2.2483	2.8103
damp	2,073,420.00	4,146,840.00	6,220,260.00	8,293,680.00	10,376,100.00
per gal.	1.6862	3.3724	5.0586	6.7448	8.4310
heated	2,994,940.00	5,989,880.00	8,984,820.00	11,979,760.00	14,974,700.00
per gal.	2.4356	4.8713	7.3069	9.7425	12.1782

PRAIRIE PROVINCES - (MANITOBA. SASKATCHEWAN & ALBERTA)

WHEAT PRODUCTION 1936 - 1937

Table based on Annual Wheat Yield and Gasolene Consumption showing possible loss in went of degradation due to delay in threshing and consequent deterioration through wet weather.

Dockages: Tough 3¢, Damp 9¢, Heated 13¢

	PERCENTAGE OF ANNUAL WHEAT CROP AFFECTED				
	10%	20%	30%	40%	50%
1 - 9 - 3 - 6					
yield	202,000,000 Bushels:		Gasolene Consumption		136,916,000 Gals.
Bushels:	20,200,000	40,400,000	60,600,000	80,800,000	101,000,000
tough $	606,000.00	1,212,000.00	1,818,000.00	2,424,000.00	3,030,000.00
per gal.	.4426	.8852	1.3278	1.7704	2.2203
damp	1,818,000.00	3,636,000.00	5,454,000.00	7,272,000.00	9,090,000.00
per gal.	1.3278	2.6556	3.9835	5.3113	6.6391
heated	2,626,000.00	5,252,000.00	7,878,000.00	10,504,000.00	13,130,000.00
per gal.	1.9180	3.8359	5.7539	7.6718	9.5898
1 - 9 - 3 - 7					
yield	159,000,000 bushels:		Gasolene Consumption		156,080,000 Gals.
Bushels:	15,000,000	30,000,000	45,000,000	60,000,000	75,000,000
tough $	450,000.00	900,000.00	1,350,000.00	1,800,000.00	2,250,000.00
per gal	.2883	.5766	.8649	1.1533	1.4416
damp	1,350,000.00	2,700,000.00	4,050,000.00	5,400,000.00	6,750,000.00
per gal.	.8649	1.7299	2.5948	3.4598	4.3247
heated	1,950,000.00	3,900,000.00	5,850,000.00	7,800,000.00	9,750,000.00
per gal.	1.2494	2.4987	3.7481	4.9974	6.2468

ALBERTA WHEAT PRODUCTION 1928-38

Table based on Annual Wheat Yield and Gasolene Consumption showing possible loss in event of degradation due to delay in threshing and consequent deterioration through wet weather.

Dockages: Tough 3¢, Damp 9¢, Heated 13¢

PERCENTAGE OF ANNUAL WHEAT CROP AFFECTED

	10%	20%	30%	40%	50%
1928					
Yield - 171,000,000 bushels.			Gasolene Consumption	40,898,000 gals.	
Bushels	17,100,000	34,200,000	51,300,000	68,400,000	85,500,000
tough $ per gal.	513,000. 01.25	1,026,000. 02.51	1,539,000. 03.76	2,052,000. 05.02	2,565,000. 06.27
damp per gal.	1,539,000. 03.76	3,178,000. 07.52	4,617,000. 11.29	6,156,000. 15.05	7,695,000. 18.82
heated per gal.	2,223,000. 05.44	4,446,000. 10.87	6,669,000. 16.31	8,892,000. 21.74	11,115,000. 27.18

1929

Yield 92,534,000 bushels: Gasolene Consumption 50,208,000 gals.

1930

Yield 147,000,000 bushels: Gasolene Consumption 51,676,000 gals.

1931

Yield 140,603,000 bushesl Gasolene Consumption 43,478,000 gals.

1932

Wield 167,355,000 bushels Gasolene Consumption 41,300,000 gals.

1933

Yield 102,334,000 bushels Gasolene Consumption 40,324,000 gals.

1934

Yield 112,500,000 bushels Gasolene Consumption 45,194,000 gals.

1935

Yield 98,648,000 bushels Gasolene Consumption 47,443,000 gals.

1936

Yield 66,000,000 bushels Gasolene Consumption 54,388,000 gals

1937

Yield 74,000,000 bushels Gasolene Consumption 65,736,000 gals.

1938

Yield 141,000,000 bushels			Gasolene Consumption -		
Bushels	14,100,000	28,200,000	42,300,000	56,400,000	70,500,000
tough $ per gal.	423,000.	846,000.	1,269,000.	1,692,000.	2,115,000.
damp per gal.	1,269,000.	2,538,000.	3,807,000.	5,076,000.	6,345,000.
heated per gal.	1,833,000.	3,666,000.	5,499,000.	7,332,000.	9,165,000.

Exhibit 443(e) (M)

SURVEY OF GRAIN CROPS IN MANITOBA SASKATCHEWAN & ALBERTA

1928 - 1938

Crop	Production (Bush.)	Value	Average Price per Bushel (cents)
Spring Wheat			
1928	544,598,000	$ 424,039,000	.77
1929	281,664,000	290,046,000	1.03
1930	397,300,000	187,279,000	.47
1931	300,069,000	112,024,000	.37
1932	422,947,000	144,333,000	.34
1933	263,004,000	123,198,000	.47
1934	263,800,000	159,027,000	.60
1935	264,096,000	159,677,000	.60
1936	202,000,000	185,560,000	.92
1937	159,000,000	157,560,000	.99
1938	324,000,000	184,[illegible]0,000	.56
Oats			
1928	297,676,000	115,786,000	.38
1929	141,620,000	71,201,000	.50
1930	254,011,000	41,135,000	.16
1931	183,700,000	33,321,000	.18
1932	245,726,000	32,313,000	.13
1933	177,420,000	33,[illegible]0,000	.19
1934	172,040,000	45,566,000	.26
1935	244,854,000	41,417,000	.17
1936	135,862,000	47,960,000	.35
1937	142,413,000	52,784,000	.37
1938	234,511,000	37,722,000	.16
Barley			
1928	112,684,000	57,084,000	.50
1929	79,787,000	41,[illegible]2,000	.52
1930	109,495,000	16,019,000	.15
1931	50,540,000	10,613,000	.21
1932	63,[illegible]14,000	11,601,000	.18
1933	47,333,000	11,589,000	.24
1934	44,7[illegible]8,000	19,[illegible]0,000	.45
1935	62,625,000	15,097,000	.24
1936	52,617,000	34,553,000	.66
1937	62,418,000	28,839,000	.46
1938	80,719,000	18,104,000	.22

Authority - Dominion Bureau of Statistics

Survey of Grain Crops in Manitoba, Saskatchewan & Alberta - 1928-1938

Crop	Productions (Bushels)	Value	Average Price per Bushel (cents)
Rye			
1928	13,158,000	$ 9,970,000	.75
1929	11,982,000	9,835,000	.82
1930	20,641,000	3,557,000	.17
1931	4,157,000	952,000	.23
1932	7,270,000	1,784,000	.25
1933	3,104,000	1,013,000	.33
1934	3,664,000	1,732,000	.47
1935	8,379,000	2,095,000	.25
1936	3,201,000	2,082,000	.65
1937	4,280,000	3,040,000	.71
1938	9,464,000	2,339,000	.247
Flaxseed			
1928	3,519,400	5,543,000	1.57
1929	1,970,000	4,682,000	2.38
1930	4,963,000	4,553,000	.92
1931	2,470,000	1,910,000	.77
1932	2,640,000	1,599,000	.61
1933	563,000	668,000	1.19
1934	827,000	933,000	1.13
1935	1,563,400	1,841,000	1.18
1936	1,730,000	2,479,000	1.43
1937	617,000	926,000	1.50
1938	1,280,000	1,421,000	1.11
All Field Crops			
1928	971,635,400	612,422,000	.63
1929	517,023,000	417,426,000	.81
1930.....	786,410,000	252,543,000	.32
1931	540,936,000	158,820,000	.29
1932	741,697,000	191,630,000	.26
1933	191,426,000	170,043,000	.89
1934	485,073,000	227,056,000	.47
1935	581,517,400	220,127,000	.38
1936	395,410,000	272,654,000	.69
1937	368,728,000	243,149,000	.66
1938	649,974,000	243,966,000	.38

These are followed by statements showing (1) a survey of grain crops in Alberta 1928 - 1938;
(2) survey of grain crops in Saskatchewan 1928 - 1938 and
(3) survey of grain crops in Manitoba 1928 - 1938 but these are not typed.

ARGENTINE WHEAT PRODUCTION and MARKETING

1928- 1938

YEAR	Sown Area (Million Acres)	Yield per Sown Acre	PRODUCTION (Million Bushels)
1928	22.8	15.3	349.1
1929	20.5	7.9	162.6
1930	21.3	10.9	232.3
1931	17.3	12.7	219.7
1932	19,8	12.2	240.9
1933	19.7	14.6	286.1
1934	18.8	12.8	240.7
1935	14.2	10.0	141.5
1936	17.5	14.2	249.2
1937	18.9	9.6	184.8
193 8	20.8	15.2	316.0

Average yearly Production over eleven years 240.2 million bushels
Average yearly Production over five years, 1933-37 inclusive 220.4 million bushels

Agricultural Branch,
Dominion Bureau of Statistics,
Ottawa,

January 20th, 1939.

NOTE: While the average yearly production of Argentine Wheat is 220.4 million bushels during 1933-37 inclusive, over a similar period average total wheat production in Western Canada was 122.9 million bushels or approximately one-half the Argentine Production, and in Alberta over the same period 50.6 million bushels.

Exhibit 443(g) P

THE BRITISH AMERICAN OIL COMPANY, LIMITED

PROVINCE OF ALBERTA

Effect on Marketing Expenses of :-

(1) Eliminating charges in respect of Service Stations
(2) Reducing wholesale outlets by 25%

Service Station Expenses

Costs Less Revenues	$14,483.06	
Depreciation	18,785,99	
		$33,269.05

General Plant

Estimated Amount (See notes below)	4,000.00
Total Savings	$ 37,269.05

Marketing Expenses in Province of Alberta 1938 $670,395.30

The above items represent 5.79% or an average over products of .0020 per gallon.

NOTES RE GENERAL PLANT

Effect of closing 25% of wholesale outlets in the Province of Alberta would have small effect on marketing expenses:

(1) Depreciation would not be a face value economy. Additional storage facilities would be necessary at remaining points.

(2) Remuneration in Alberta is practically entirely on a commission basis. This rate varies with the distance from the agent's town. The increase in gallons sold at longer distances would more than effect the savings effected for taxes, maintenance expenses, etc.

(3) For above statement it has been assumed that 50% of the apparent saving in depreciation charges would represent a sum more than adequate to cover all exonomies possible by closing 25% of wholesale outlets, as additional capital expenditure would be necessary at remaining branches.

Toronto: 12th June, 1939.

Statements dealing with 21 stations of the British American Dil Company, only three of which are extended.

COMPARATIVE STATEMENT OF OPERATING COSTS
B-A PRESENT OPERATION VS- EXCLUSIVE FRANCHISE OF THE TERRITORY

ARROW WOOD

UNDER PRESENT BASIS

Total offering	No. of Companies Operating	Storage Tanks No.	Storage Tanks Total Cap.	B.A. Light Oil Sales Dealers	B.A. Light Oil Sales Farmers	B.A. Light Oil Sales Total	Commissions Paid on L. O.	Estimated Fixed Charges	Total Cost	Cost Per Gal.
105,000	(a) 3	4	48,000 gals.	3,554	13,602	17,156	193.56	235.92	429.48	2.50
	(b) -									
	(c)	-	-							
								5% on Invest.	84.60	
									$514.08	2.98

UNDER EXCLUSIVE FRANCHISE - SALARY BASIS

Total Offering	No. of Companies Operating	Storage Tanks Required No.	Storage Tanks Required Total Cap.	Salaries Position	Salaries Amount	Estimated Truck Costs		Estimated Fixed Charges	Total Cost	Cost Per Gal.
105,000	1	4	48,000 gals	Agent 12 months	1,800.00	Maintenance ¼¢ per gal.	262.50			
					1,800.00	Depreciation 1 truck	240.00			
							502.50	1,199.45	3,501.95	3.34
								5% on Invest.	486.80	
									$3,988.75	3.80

Legend:
(a) Operating with equipment (includes B-A.)
(b) Operating without equipment.
(c) B.-A. equipment, included in (a).

(a)
(b)
(c)
meaning:

825

Exhibit 443(h) 8

THE BRITISH AMERICAN OIL COMPANY, LIMITED

COMPARATIVE STATEMENT OF OPERATING COSTS

B-A PRESENT OPERATION VS - EXCLUSIVE FRANCHISE OF THE TERRITORY

UNDER PRESENT BASIS

LEDUC

Total Offering	No. of Companies Operating	Storage Tanks No.	Storage Tanks Total Cap.	B-A Light Oil Sales Dealers	Farmers	Total	Commissions Paid on L. O.	Estimated Fixed Chgs.	Total Cost	Cost Per Gallon
223,137	(a) 5	13	67,000 Gals.	44,650	14,510	59,160	929.17	701.57	1,630.74	2.76
	(b)									
	(c)	2	15,000 "					5% on Invest.	348.05	
									$1,978.79	3.34

UNDER EXCLUSIVE FRANCHISE - SALARY BASIS

Total Offering	No. of Companies Operating	Storage Tanks Required No.	Storage Tanks Required Total Cap.	Salaries Position	Amount	Estimated Truck costs		Estimated Fixed Chgs.	Total Cost	Cost Per Gallon
223,137	1	8	96,000 gals.	Agent 12 months	1,800.00	Maintenance ¼¢ per gal.	558.00			
				Driver	1,200.00	Depreciation				
						1 truck	740.00			
					3,000.00	1 truck	240			
							1,538.00	1,680.92	6,218.92	2.79
								5% on Invest.	1,052.65	
									$7,271.57	3.26

Legend:
(a) Operating with equipment (includes B-A)
(b) Operating without equipment
(c) B-A equipment, included in (a).

JUNE 7th, 1939.

THE BRITISH AMERICAN OIL COMPANY, LIMITED

Exhibit 443 (h) 1

COMPARATIVE STATEMENT OF OPERATING COSTS

B-A PRESENT OPERATION VS. EXCLUSIVE FRANCHISE OF THE TERRITORY

STRATHMORE

UNDER PRESENT BASIS

Total Offering	No. of Companies Operating	Storage Tanks No.	Storage Tanks Total Cap.	B-A Light Oil Sales Dealers	Farmers	Total	Commissions Paid on L.O.	Estimated Fixed Charges	Total Cost	Cost Per. Gal.
441,554	(a) 4	12	71,000 gals.	21,779	133,809	155,588	2,727.61	982.50	3,710.11	2.38
	(b) -									
	(c)	4	30,000 "							
								5% on Invest 451.80		
									$4,161.91	2.67

UNDER EXCLUSIVE FRANCHISE - SALARY BASIS

Total Offering	No. of Companies Operating	Storage Tanks Required No.	Storage Tanks Required Total Cap.	Salaries Position	Salaries Amount	Estimated Truck Costs		Estimated Fixed Charges	Total Cost	Cost Per Gal.
441,554	1	10	120,000 gals.	Agent						
				12 months	1,800.00	Maintenance				
				Driver	1,200.00	¼¢ per gal.	1,103.00			
				Driver	1.080.00	Depreciation				
				Driver(8)	720.00	1 truck	740.00			
					4800.00	1 truck	240.00			
						1 truck	240.00			
							2,323.00	2,570.47	9.693.47	2.20
								5% on Invest 1,326.80		
									$11,020.27	2.50

June 7th, 1939

A statement giving information as to each station to be operated by the British American Oil Company, one only of which is extended.

No. 1 - Companies operating with equipment - 1937
No. 2 - Companies operating without equipment
No. 3 - Information regarding B.A. Equipment, Tanks, etc.

TOWN		Name of Company	Warehouse	Number of Tanks	Capacity	Total Storage	Remarks
ARROW WOOD							
	No. 1	Imperial	Yes	2	12,000	24,000	
		Maple Leaf (x)	"	2	12,000	24,000	
	2.		NIL				
	3.	B.A. Oil Co.	Yes	Nil	-	-	

(x) Maple Leaf tankage operated by Arrow Wood Farmers Co-op.

PRESENT SET-UP

THE BRITISH AMERICAN OIL COMPANY, LIMITED

ESTIMATED FIXED CHARGES

Branch	Sales	% Branch Expenses	Taxes	Depreciation (See Sched.)	Total
Arrowwood	17,156	75.00	13.47	147.45	235.92
Elk Point	50,332	140.00	111.97	335.03	587.00
Queenstown	21,426	75.00	32.95	280.15	388.10
Lomond	33,367	100.00	32.16	264.33	396.49
Craigmyle	26,192	125.00	71.27	412.78	609.05
Sylvan Lake	61,268	180.00	83.62	417.25	680.87
Picture Butte	137,124	200.00	30.14	508.63	738.77
Leduc	59,160	130.00	117.77	453.80	701.57
Dewberry	51,081	100.00	50.60	392.00	542.60
Nobleford	49,812	90.00	21.66	351.98	463.64
Carbon	58,197	200.00	78.30	431.15	709.45
Delia	57,550	90.00	89.54	428.04	607.58
Ponoka	126,403	125.00	81.25	340.23	546.48
Strathmore	155,588	200.00	63.30	719.20	982.50
Wainwright	70,679	60.00	91.37	558.93	710.30
Cardston	101,965	225.00	87.90	411.23	724.13
Red Deer	159,484	220.00	93.18	760.88	1,074.06
Camrose	205,063	310.00	144.99	889.23	1,344.22
Wetaskiwin	130,202	200.00	178.23	386.10	764.33
Drumheller	115,295	240.00	173.00	686.25	1,099.25
Three Hills	130,964	210.00	63.80	680.28	954.08

% NOTE: Branch Expense includes plant repairs, rents, fidelity insurance, advertising, warehouse expense, pump repairs and drum repairs.

June 7th, 1939.

PROPOSED SET-UP

(SALARY BASIS)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

ESTIMATED FIXED CHARGES

Branch	Sales	# Branch Expense	Taxes	Depreciatin (See Sched.)	% Addi. Salaried Branch Expence	Total
Arrowwood	105,000	225.00	75.00	693.45	200.00	1,199.45
Elk Point	96,000	160.00	175.00	544.68	200.00	1,079.68
Queenstown	80,000	200.00	54.35	474.22	200.00	928.57
Lamond	76,000	190.00	54.00	494.83	200.00	938.83
Craigmyle	84,000	275.00	110.00	775.48	200.00	1,360.48
Sylvan Lake	236,000	360.00	160.00	1,034.75	200.00	1,754.75
Picture Butte	230,000	275.00	60.00	882.43	200.00	1,397.43
Ledue	223,000	250.00	150.00	1,080.92	200.00	1,680.92
Dewberry	110,000	200.00	125.00	1,050.70	200.00	1,575.70
Nobleford	151,000	225.00	67.00	818.15	200.00	1,310.15
Carbon	150,000	410.00	128.30	937.52	200.00	1,695.82
Delia	167,000	250.00	160.00	796.43	200.00	1,406.43
Ponoka	442,000	325.00	250.00	924.63	200.00	1,699.63
Strathmore	378,000	520.00	178.50	1,671.97	200.00	2,570.47
Wainwright	266,000	200.00	190.00	1,278.29	200.00	1,868.29
Cardston	400,000	400.00	150.00	936.68	200.00	1,686.68
Red Deer	765,000	700.00	275.00	2,215.78	200.00	3,390.78
Camrose	825,000	810.00	325.00	2,368.68	200.00	3,703.68
Wetaskiwin	614,000	400.00	425.00	1,693.30	200.00	2,718.30
Drumheller	540,000	630.00	383.00	1,443.10	200.00	2,656.10
Three Hills	427,000	530.00	191.40	1,763.92	200.00	2,685.32

NOTE: # Branch expense includes plant repairs, rents, fidelity, insurance, advertising, warehouse expense, pump repairs and drum repairs.

% Additional salaried branch expensed includes telephone, postage, etc.

June 7th, 1939

PRESENT SET-UP

THE BRITISH AMERICAN OIL COMPANY, LIMITED

Town	DEPRECIATION Plant at 7%	Tanks at 5%	Drums at 10%	Total
Arrowwood	65.25	-	82.20	147.45
Elk Point	113.78	93.95	127.30	335.03
Queenstown	121.35	105.90	52.90	280.15
Lomond	103.43	43.40	117.50	264.33
Craigmyle	123.68	105.10	184.00	412.78
Sylvan Lake	116.55	138.40	162.30	417.25
Picture Butte	125.18	122.05	261.40	508.63
Leduc	200.70	175.40	77.70	453.80
Dewberry	128.25	81.25	182.50	392.00
Nobleford	138.98	43.10	169.90	351.98
Carbon	136.65	120.60	173.90	431.15
Delia	151.50	144.15	132.40	428.05
Ponoka	146.03	66.20	128.00	340.23
Strathmore	178.80	124.80	415.60	719.20
Wainwright	191.78	156.15	211.00	58.93
Cardston	130.88	147.15	133.20	411.23
Red Deer	263.33	216.55	281.00	760.88
Camrose	279.23	249.10	360.90	889.23
Wetaskiwin	141.30	104.80	140.00	386.10
Drumheller	351.15	166.40	168.70	686.25
Three Hills	244.58	121.10	314.60	680.28

June 7th, 1939

PROPOSED SET-UP
(SALARY BASIS)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

DEPRECIATION

Town	Plant at 7½%	Tanks at 5%	Drums at 10%	Total
Arrowwood	65.25	132.40	501.80	699.45
Elk Point	113.78	187.90	243.00	544.68
Queenstown	121.35	211.80	141.07	474.22
Lomond	103.43	173.60	217.80	494.83
Craigmyle	123.68	210.20	441.60	775.48
Sylvan Lake	116.55	294,40	623.80	1,034,75
Picture Butte	125.18	325.45	411.80	862.43
Leduc	200.70	467.72	412.50	1,080.92
Dewberry	128.25	334.95	587.50	1,050.70
Nobleford	138.98	258.60	420.57	818.15
Carbon	136.65	241.20	579.67	957.52
Delia	151.50	288.30	356.63	796.43
Ponoka	146.03	331.00	447.60	924.63
Strathmore	178.80	312.00	1,181.17	1,671.97
Wainwright	191.78	312.31	774.20	1,278.29
Carbon	130.88	490.50	315.30	936.68
Red Deer	263.33	649.65	1,302.80	2,215.78
Camrose	279.23	622.75	1,466.70	2,368.68
Wetaskiwin	141.30	374.40	1,177.60	1,693.30
Drumheller	351.15	332.80	759.15	1,443.10
Three Hills	244.58	605.50	913.84	1,763.92

June 7th, 1939

PRESENT SET-UP

THE BRITISH AMERICAN OIL COMPANY, LIMITED

INTEREST ON INVESTMENT

INVESTMENT

Town	Trucks	Plant	Tanks	Drums	Total	5% on Invest.
Arrowwood		870.00	-	822.00	1,692.00	84.60
Elk Point		1,517.00	1,879.00	1,273.00	4,669.00	233.45
Queenstown		1,618.00	2,118.00	529.00	4,265.00	213.25
Lomond		1,379.00	868.00	1,175.00	3,422.00	171.10
Craigmyle		1,649.00	2,102.00	1,840.00	5,591.00	279.55
Sylvan Lake		1,554.00	2,768.00	1,623.00	5,945.00	297.25
Picture Butte		1,669.00	2,441.00	2,614.00	6,724.00	336.20
Leduc		2,676.00	3,508.00	777.00	6,961.00	348.05
Dewberry		1,710.00	1,625.00	3,335.00	6,670.00	333.50
Nobleford		1,853.00	862.00	1,699.00	4,414.00	220.70
Carbon		1,822.00	2,412.00	1,739.00	5,973.00	298.65
Delia		2,020.00	2,883.00	1,324.00	6,227.00	311.35
Ponoka		1,947.00	1,324.00	1,280.00	4,551.00	227.55
Strathmore		2,384.00	2,496.00	4,156.00	9,036.00	451.80
Wainwright		2,557.00	3,123.00	2,110.00	7,790.00	389.50
Cardston		1,745.00	2,943.00	1,332.00	6,020.00	301.00
Red Deer		3,511.00	4,331.00	2,810.00	10,652.00	532.60
Camrose		3,723.00	4,982.00	3,609.00	12,314.00	615.70
Wetaskiwin (Estimated, as unable to locate prev. figures.)		1,884.00	2,096.00	1,400.00	5, 380.00	269.00
Drumheller		4,682.00	3,328.00	1,687.00	9,697.00	484.85
Three Hills		3,261.00n	2,422.00	3,146.00	8,829.00	441.45

June 7th, 1939

PROPOSED SET-UP
(Salary Basis)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

INTEREST ON INVESTMENT

Town	Trucks	Plant	INVESTMENT Tanks	Drums	Total	5% on Invest.
Arrowwood	1,200.00	870.00	2,648.00	5,018.00	9,736,00	486.80
Elk Point	1,200.00	1,517.00	3,758.00	2,430.00	8,905.00	445.25
Queenstown	1,200.00	1,618.00	4,236.00	1,410.00	8,464.00	423.20
Lomond	1,200.00	1,379.00	3,472.00	2,178.00	8,229.00	411.45
Craigmyle	1,200.00	1,649.00	4,204.00	4,416.00	11,469.00	573.45
Sylvan Lake	4,900.00	1,554.00	5,888.00	6,238.00	18,580.00	929.00
Picture Butte	4,900.00	1,669.00	6,512.00	4,118.00	17,199.00	859.95
Leduc	4,900.00	2,676.00	9,352.00	4,125.00	21,053.00	1,052.65
Dewberry	1,200.00	1,710.00	4,662.00	7,980.00	15,552.00	777.60
Nobleford	4,900.00	1,853.00	5,172.00	4,206.00	16,131.00	806.55
Carbon	4,900.00	1,822.00	4,824.00	5,796.00	17,342.00	867.10
Delia	4,900.00	2,020.00	5,766.00	3,566.00	16,252.00	812.60
Ponoka	8,600.00	1,947.00	6,620.00	4,476.00	21,643.00	1,082.15
Strathmore	6,100.00	2,384.00	6,240.00	11,812.00	26,536.00	1,326.80
Wainwright	4,900.00	2,557.00	6,240.00	7.742.00	21,439.00	1,071.95
Cardston	8,600.00	1,745.00	9,810.00	3,153.00	23,308.00	1,165.40
Red Deer	11,000.00	3,511.00	12,990.00	13,028.00	40,529.00	2,026.45
Camrose	11,000.00	3,723.00	12,455.00	14,667.00	41,845.00	2,092.25
Wetaskiwin	9,800.00	1,884.00	7,488.00	11,776.00	30,948.00	1,547.40
Drumheller	9,800.00	4,682.00	6,658.00	7,592.00	28,730.00	1,436.50
Three Hills	8,600.00	3,261.00	9,688.00	9,138.00	30,687.00	1,534.35

June 7th,1939.

ESTIMATED SAVING UNDER PRESENT SET-UP

ON DISCONTINUING FARM DELIVERIES

THE BRITISH AMERICAN OIL COMPANY, LIMITED

Agency	Total Gallonage	Farm Delivery Gallonage
Arrowwood	17,156	13,602
Elk Point	50,332	25,104
Queenstown	21,426	21,426
Lomond	33,367	14,493
Craigmyle	26,192	22,727
Sylvan Lake	61,268	25,983
Picture Butte	137,124	118,175
Leduc	59,160	14,510
Dewberry	51,081	14,088
Nobleford	49,812	37,846
Carbon	58,197	43,022
Delia	57,550	37,414
Ponoka	126,403	40,136
Strathmore	155,588	133,809
Wainwright	70,679	34,942
Cardston	101,965	57,162
Red Deer	159,484	76,413
Camrose	205,063	125,645
Wetaskiwin	130,202	46,978
Drumheller	115,295	68,417
Three Hills	130,964	87,792
TOTAL	1,818,308	1,059,684

NOTE: A saving of 1.25¢ per gal. on farm delivery Gallonage would mean $13,246.05, or an average of .7285¢ per gallon on total present business through the above agencies.

ESTIMATED SAVING UNDER PROPOSED SET-UP

ON DISCONTINUING FARM DELIVERIES

THE BRITISH AMERICAN OIL COMPANY, LIMITED.

Agency	Gallons	Salaries	Maintenance	Depreciation	Truck Int. on Inv.	Total	Average Per Gal.
Arrowwood	105,000	600,00	62.50	-	-	662.50	.0063
Elk Point	96,000	600,00	40.00	-	-	640.00	.0067
Queenstown	80,000	600,00	40.00	-	-	640.00	.0080
Lomond	76,000	600,00	40.00	-	-	640.00	.0084
Craigmyle	84,000	600,00	40.00	-	-	640.00	.0076
Sylvan Lake	236,000	1,200,00	295.00	740.00	185.00	2,420.00	.0103
Picture Butte	230,000	1,200,00	285.00	740.00	185.00	2,410.00	.0105
Leduc	223,000	1,200,00	279.00	740.00	185.00	2,404.00	.0108
Dewberry	110,000	900,00	75.00	-	-	975.00	.0089
Nobleford	151,000	1,100.00	189.00	740.00	185.00	2,214.00	.0147
Carbon	150,000	1,100.00	188.00	740.00	185.00	2,213.00	.0148
Delia	167,000	800.00	208.00	740.00	185.00	1,933.00	.0116
Ponoka	442,000	2,400.00	552.00	740.00	185.00	3,877.00	.0088
Strathmore	442,000	2,400.00	552.00	240.00	60.00	3,252.00	.0074
Wainwright	266,000	600.00	332.00	740.00	185.00	1,857.00	.0070
Cardston	400,000	1,380.00	500.00	740.00	185.00	2,805.00	.0070
Red Deer	765,000	2,280.00	1,200.00	480.00	120.00	4,080.00	.0053
Camrose	825,000	2,400.00	1,200.00	480.00	120.00	4,200.00	.0051
Wetaskiwin	614,000	2,040.00	900.00	980.00	245.00	4,165.00	.0068
Drumheller	540,000	2,100.00	675.00	980.00	245.00	4,000.00	.0074
Three Hills	427,000	2,160.00	533.00	740.00	185.00	3,618.00	.0085
	6,429,000	28,260.00	8,185.50	10,560.00	2,640.00	49,645.50	.0077

June 7th, 1939

ESTIMATED MONTHLY DELIVERIES

Exhibit 443 (R)

Based on 100% Franchise

Month	LEDUC Total Del.	LEDUC Est. Farm Deliveries	STRATHMORE Total Delivery	STRATHMORE Est. Farm Deliveries	WAINWRIGHT Total Deliveries	WAINWRIGHT Est. Farm Deliveries	RED DEER Total Deliveries	RED DEER Est. Farm Deliveries	CAMROSE Total Deliveries	CAMROSE Est. Farm Del.	WETASKIWIN Total Del.	WETASKIWIN Est. Farm Del.
Jan.	10,438	5,200	12,392	6,100	9,963	4,900	23,710	12,000	3,800	1,900	24,763	12,350
Feb.	9,956	4,900	14,750	7,350	14,457	7,200	26,300	13,000	22,780	11,000	33,667	16,[illegible]
Mar.	15,312	7,600	14,717	7,350	17,322	8,700	46,700	23,000	44,800	22,000	39,695	19,800
Apr.	15,406	7,700	27,745	13,800	18,922	9,400	60,200	30,000	61,400	30,510	47,462	23,700
May	13,745	6,900	35,020	12,500	25,730	12,300	74.200	37,000	91,400	46,000	52,887	26,400
June	24,052	12,000	40,366	20,100	14,563	7,200	91,500	46,000	93,500	46,000	53,452	26,700
July	23,649	11,800	49,406	24,700	23,878	12,000	91,000	46,000	76,000	38,000	48,897	24,400
Aug.	27,773	13,900	47,364	23,100	22,477	11,200	71,250	35,000	77,000	38,000	52,536	26,200
Sept.	12,314	6,100	48,505	24,200	25,073	12,500	81,500	41,000	104,200	52,000	79,043	39,500
Oct.	35,339	17,600	110,615	55,300	42,703	21,300	125,800	62,500	125,000	62,500	88,385	44,100
Nov.	22,375	11,100	20,513	10,200	38,624	19.200	40,600	20,000	83,200	42,000	55,761	27,800
Dec.	12,778	6,300	20,161	10,200	12,268	6,100	25.820	13,000	41,650	21,000	37,452	14,000
TOTAL	223,137	111,100	441,554	214,900	265,980	132,000	758,580	378,500	824,730	410,910	614,000	301,750
Monthly Average	18,595	9,258	36,796	17,908	22,165	11,000	63,215	31,542	68,728	34,243	51,167	25,146

(a)

EXHIBIT 444

Consists of a Book of Graphs filed by the witness, A. H. Miller, as follows:

1. Graph, showing Tank Wagon prices, in cents per gallon, 1928 to 1938 inclusive.
2. Graph showing a comparison of net Tank Wagon prices, Imperial Gallons, Montana vs. Saskatchewan and Alberta.

EXHIBIT 444 (continued)

3. Graph depicting the Imports into Canada from Montana Field, years 1937 - 1938 inclusive, in terms of 100, (according to the following statement);

	1937		1938	
	Gallons	Terms of 100	Gallons	Terms of 100
Base	664,795	100	664,795	100
Jan.	240,443	36	469,516	71
Feb.	192,163	29	388,155	58
Mar.	455,145	68	676,446	102
Apr.	829,728	125	1,120.131	168
May	1,010,282	152	1,554,672	231
June	1,261,057	190	1,556,250	234
July	2,079,691	313	1,729,987	260
Aug.	1,724,895	259	2,256,776	339
Sept.	1,379,282	207	1,909,904	287
Oct.	1,048,569	158	1,639,822	247
Nov.	908,503	137	1,147,426	173
Dec.	686,298	103	837,232	126
TOTAL:	11,816,006		15,266,517	

EXHIBIT 444 (Continued)

7. Graph depicting a comparison of Monthly Taxable Sales, showing relative peak periods, Eastern Canada, Ontario and Quebec, with Prairie Provinces, Manitoba, Saskatchewan and Alberta, (according to the following statements):

COMPARISON OF MONTHLY TAXABLE SALES

SHOWING RELATIVE PEAK PERIODS

EASTERN CANADA (ONTARIO & QUEBEC)
with PRAIRIE PROVINCES (MAN., SASK. & ALTA.)

ONTARIO and QUEBEC
(In thousands of gallons)

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	17,357	100	18,836	109	19,158	110	23,581	136	23,157	133
Feb.	15,471	89	16,560	105	16,895	97	21,663	125	22,913	132
March	17,598	101	19,468	112	19,769	114	26,302	152	27,721	160
April	22,841	132	27,111	156	28,466	164	30,576	176	35,059	202
May	29,014	167	31,394	181	35,121	202	40,654	234	43,619	251
June	35,154	203	40,333	232	40,725	235	45,599	263	46,858	270
July	40,479	233	43,888	253	44,795	258	50,890	293	51,024	294
Aug.	39,577	228	40,151	231	46,273	267	52,596	303	55,196	318
Sept.	41,506	239	44,743	258	43,342	250	48,645	280	48,728	281
Oct.	33,888	195	34,656	200	39,016	225	43,660	252	45,651	263
Nov.	30,441	175	32,039	185	32,354	186	38,585	221	40,463	233
Dec.	23,162	133	25,680	148	26,749	154	30,703	177	32,518	187
	346,488		374,859		392,663		453,254		472,907	

EXHIBIT 444 (Continued)

PRAIRIE PROVINCES
(In thousands of gallons)

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	3,479	100	3,969	114	4,154	119	5,075	146	6,490	187
Feb.	3,526	101	3,836	110	3,309	95	4,590	132	4,873	140
March	4,633	133	4,820	139	4,067	117	6,575	189	7,190	207
April	7,726	222	6,618	190	6,732	194	13,411	385	11,909	342
May	9,800	282	11,626	334	14,349	412	17,876	514	20,652	594
June	10,304	297	11,359	327	15,249	438	16,887	485	19,491	560
July	12,090	348	13,082	376	14,457	416	16,287	497	17,321	498
Aug.	13,997	402	13,638	392	17,732	510	18,063	519	21,691	623
Sept.	13,301	382	16,505	474	20,802	598	18,459	533	25,051	720
Oct.	14,422	415	15,989	460	15,657	450	16,994	488	20,913	601
Nov.	9,907	285	7,613	219	11,180	321	13,615	391	13,523	389
Dec.	6,488	186	6,039	174	9,238	266	8,148	234	8,307	239
	109,673		115,092		136,916		156,080		177,411	

EXHIBIT 444 (continued)

8. Graph depicting taxable sales - Prairie Provinces - Manitoba, Saskatchewan and Alberta, 1934-1938 inclusive shown in thousands of Gallons.

9. Graph depicting Taxable Sales - Prairie Provinces - Manitoba, Saskatchewan and Alberta, 1934-1938 inclusive shown in thousands of Gallons (with the following Statement shown thereon):

PEAK SALES PERIOD

4 Months - July - Aug - Sept - Oct

IN PERCENTAGE OF TOTAL YEARLY SALES

1934 - 49.1

1935 - 51.4

1936 - 50.1

1937 - 44.1

1938 -

9A

M A N I T O B A

(In thousands of gallons)

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	989	100	1,242	126	1,283	130	1,341	136	1,542	156
Feb.	935	95	1,079	109	1,121	113	1,149	116	1,287	130
March	1,130	114	1,171	118	1,146	116	1,323	134	1,697	172
April	1,559	158	1,745	176	1,585	160	1,876	190	2,686	272
May	2,532	256	2,642	267	2,521	255	2,916	295	3,379	342
June	2,973	301	2,727	276	3,244	328	3,523	356	3,923	397
July	3,188	322	3,425	346	3,587	363	3,921	396	4,129	418
Aug.	3,494	353	3,402	344	3,955	400	4,282	433	4,901	496
Sept.	3,344	338	3,426	346	3,927	397	4,876	493	5,059	512
Oct.	3,265	330	3,592	363	3,463	350	3,952	400	4,191	424
Nov.	2,541	257	2,257	228	2,478	251	3,264	330	3,334	337
Dec.	1,744	176	1,775	179	2,252	228	2,213	224	2,467	249
	27,694		28,483		30,562		34,636		38,597	

S A S K A T C H E W A N

(In thousands of gallons -)

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	729	100	834	114	825	113	906	124	1,022	140
Feb.	839	115	762	105	645	88	698	96	669	92
March	1,269	174	891	122	764	105	1,198	164	875	120
April	2,412	331	1,920	263	1,969	270	4,442	609	4,006	550
May	3,248	446	4,191	575	5,228	717	6,182	848	9,170	1258
June	3,453	474	3,886	533	5,144	706	5,716	784	8,248	1131
July	4,337	595	4,523	620	5,211	715	5,294	726	7,174	984
Aug.	4,999	686	4,834	663	6,786	931	6,039	828	8,449	1159
Sept.	5,197	713	7,157	982	8,125	1115	5,582	766	10,872	1491
Oct.	5,075	696	6,416	880	5,495	740	4,581	628	8,133	1116
Nov.	3,299	453	2,250	309	3,448	473	3,712	509	4,616	633
Dec.	1,928	264	1,502	206	2,326	319	1,928	264	1,856	255
	36,785		39,166		45,966		46,278		65,090	

A L B E R T A

(In thousands of gallons)

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	1,761	100	1,893	107	2,036	116	2,828	161	3,926	223
Feb.	1,752	99	1,995	113	1,543	88	2,743	156	2,917	166
March	2,234	127	2,758	157	2,157	122	4,054	230	4,618	262
April	3,755	213	2,953	168	3,178	180	7,093	403	5,217	296
May	4,020	228	4,793	272	6,600	375	8,778	498	8,103	460
June	3,878	220	4,746	270	6,861	390	7,648	434	7,320	416
July	4,565	259	5,134	292	5,659	321	7,072	402	6,018	342
Aug.	5,504	318	5,402	307	6,991	397	7,742	440	8,341	474
Sept.	4,760	270	5,920	336	8,750	497	8,101	460	9,120	518
Oct.	6,082	345	5,981	340	6,699	380	8,461	480	8,589	488
Nov.	4,067	231	3,106	176	5,254	298	6,639	377	5,571	316
Dec.	2,816	160	2,762	157	4,660	265	4,007	228	3,984	226
	45,194		47,443		60,388		75,166		73,725	

A L L P R A I R I E P R O V I N C E S

(In thousands of gallons).

	1934		1935		1936		1937		1938	
	Gallons	%	Gallons	%	Gallons	%	Gallons	%	Gallons	%
Jan.	3,479	100	3,969	114	4,154	119	5,075	146	6,490	187
Feb.	3,526	101	3,836	110	3,309	95	4,590	132	4,873	140
March	4,633	133	4,820	139	4,067	117	6,575	189	7,190	207
April	7,726	222	6,618	190	6,732	194	13,411	385	11,909	342
May	9,800	282	11,626	334	14,349	412	17,876	514	20,652	594
June	10,304	297	11,359	327	15,249	438	16,887	485	19,491	560
July	12,090	348	13,082	376	14,457	416	16,287	497	17,321	498
Aug.	13,997	402	13,638	392	17,732	510	18,063	519	21,691	623
Sept.	13,301	382	16,503	474	20,802	598	18,559	533	25,051	720
Oct.	14,422	415	15,989	460	15,657	450	16,994	488	20,913	601
Nov.	9,907	285	7,613	219	11,180	321	13,615	391	13,523	389
Dec.	6,488	186	6,059	174	9,238	266	8,148	234	8,307	239
	109,673		115,092		136,916		156,080		177,411	

EXHIBIT 444 (continued)

9B - Graph Depicting Taxable sales - Manitoba, Saskatchewan, and Alberta - 1936 to 1934 inclusive, shown in terms of 100.

(Statements 9A preceding are attached to 9B)

EXHIBIT 444 (Continued)

10. Graph depciting the situation in the Province of Alberta, showing:

Consumption taxable products
Consumption Taxable Products Refunded
Car Registration
Amount of Marketing Expense
Amount of Marketing Expense less B/D and Drums W/O
Sales All Products - T. W. Gallons
Cost per Gallon (cents)
Tractors.

ALSO,

Graph for Manitoba, Saskatchewan and Alberta, showing:

Consumption Taxable Products
Consumption Taxable Products Refunded
Car Registration
Amount of Marketing Expense
Amount of Marketing Expense Less B/D and Drums W/O
Sales All Products - T. W. Gallons
Cost per Gallon (cents)

EXHIBIT 444 (Continued)

ALSO, 10B

Graph for the Province of Alberta, being a comparison showing yearly sales of taxable products, (according to the following statement):

ALBERTA
COMPARISON SHOWING YEARLY SALES
OF TAXABLE PRODUCTS

Alberta Total Compared with British American Oil Co. Ltd.
and
Miscellaneous Companies Excluding Royalite
(in Terms of 100)

	TAXABLE SALES		B.A.Oil Co.Ltd.		Misc. Companies	
	000's Omitted (gallons)	Terms of 100	000's Omitted (gallons)	Terms of 100	000's Omitted (gallons	Terms of 100
Base	43,548	100	7,297	100	9,024	100
1931	43,478	100	7,017	96	5,522	61
1932	41,300	95	6,579	90	7,372	82
1933	40,324	93	6,585	90	10,363	115
1934	45,194	104	7,769	106	10,539	117
1935	47,443	109	8,535	117	11,325	125
1936	54,388	125	9,784	134	14,815	164
1937	65,736	151	12,339	169	18,255	202
1938						

	PERCENT OF TOTAL TAXABLE SALES	
	B.A.OIL CO.	MISC.COMPANIES
1931	16.14%	12.70%
1932	15.93	17.85
1933	16.33	25.70
1934	17.19	23.32
1935	17.99	23.87
1936	17.99	27.24
1937	18.77	27.77
1938	17.43	32.21

EXHIBIT 444 (continued)

12, 13,
and 14 - Graph depicting:

ALBERTA GRAIN CROPS 1928 to 1938 (INCLUSIVE)

COMPARISON ON PERCENTAGE BASIS

TOTAL BUSHELS OF FIELD CROPS WITH TOTAL VALUE
AND
AVERAGE PRICE PER BUSHEL

ALSO

TOTAL BUSHELS WHEAT WITH TOTAL VALUE AND AVERAGE PRICE PER BUSHEL

(According to the following Statement)

"PRODUCTION" and "VALUE" - 000's omitted.

	A L L G R A I N C R O P S					
Year	Production (Bushels)	Units of 100	Value (Dollars)	Units of 100	Av.Price (Dollars)	Units of 100
1928	277,847	100	171,665	100	.62	100
1929	149,419	54	122,817	72	.82	132
1930	247,988	89	81,376	47	.33	53
1931	253,203	91	71,661	42	.28	45
1932	290,275	105	70,445	41	.24	39
1933	188,502	68	62,199	36	.33	53
1934	209,856	76	92,049	54	.44	71
1935	198,978	72	77,673	45	.39	63
1936	133,837	48	89,768	52	.67	108
1937	174,409	63	111,189	65	.64	103
1938	276,200	99	102,638	60	.37	60

EXHIBIT 444 (continued)

12, 13 and 14 (continued)

ALBERTA GRAIN CROPS 1928 - 1938 (INCLUSIVE)

COMPARISON ON PERCENTAGE BASIS

TOTAL BUSHELS OF FIELD CROPS WITH TOTAL VALUE AND AVERAGE PRICE PER BUSHEL

ALSO

TOTAL BUSHELS WHEAT WITH TOTAL VALUE AND AVERAGE PRICE PER BUSHEL

"PRODUCTION" AND "VALUE" - 000's omitted.

	WHEAT					
Year	Production (Bushels)	Units of 100	Value (Dollars)	Units of 100	Av. Price (Dollars)	Units of 100
1928	171,000	100	128,511	100	.75	100
1929	92,534	54	94,385	73	1.02	136
1930	147,000	86	66,150	52	.45	60
1931	140,603	82	50,617	39	.36	48
1932	167,355	98	53,554	42	.32	43
1933	102,334	60	46,050	36	.45	60
1934	112,500	66	65,250	51	.58	77
1935	98,648	58	60,175	47	.61	81
1936	66,000	39	60,720	47	.92	122
1937	74,000	43	72,520	56	.98	131
1938	141,000	83	80,370	63	.57	76

EXHIBIT 444 (continued)

12, 13 and 14 (continued). - Also Graph depicting:-

PRAIRIE PROVINCES - GRAIN CROPS 1928 - 1938 (INCLUSIVE)

COMPARISON ON PERCENTAGE BASIS

TOTAL BUSHELS OF FIELD CROPS WITH TOTAL VALUE
AND
AVERAGE PRICE PER BUSHEL

TOTAL BUSHELS WHEAT WITH TOTAL VALUE AND AVERAGE PRICE PER BUSHEL

(According to the following Statement)

"PRODUCTION" and "VALUE" - 000's omitted.

	ALL GRAIN CROPS					
Year	Production (Bushels)	Units of 100	Value (Dollars)	Units of 100	Av.Price (Dollars)	Units of 100
1928	971,635	100	612,422	100	.63	100
1929	517,023	53	417,426	68	.81	129
1930	786,410	81	252,543	41	.32	51
1931	540,936	56	158,820	26	.29	46
1932	741,697	76	191,630	31	.26	41
1933	191,426	20	170,043	28	.89	141
1934	485,073	50	227,056	37	.47	75
1935	581,517	60	220,127	36	.38	60
1936	395,410	41	272,654	45	.69	110
1937	368,728	38	243,149	40	.66	105
1938	649,974	67	243,966	40	.38	60

EXHIBIT 444 (continued)

12,13 and 14 (continued).

PRAIRIE PROVINCES - GRAIN CROPS 1928 - 1938 (INCLUSIVE)

COMPARISON ON PERCENTAGE BASIS

TOTAL BUSHELS OF FIELD CROPS WITH TOTAL VALUE
AND
AVERAGE PRICE PER BUSHEL

ALSO

TOTAL BUSHELS WHEAT WITH TOTAL VALUE AND AVERAGE PRICE PER BUSHEL

(According to the following Statement)

"PRODUCTION" and "VALUE" - 000's omitted.

W H E A T

Year Year	Production (Bushels)	Units of 100	Value (Dollars)	Units of 100	Av.Price (Dollars)	Units of 100
1928	544,598	100	424,039	100	.77	100
1929	281,664	52	290,046	69	1.03	134
1930	397,300	73	187,279	44	.47	61
1931	300,069	55	112,024	26	.37	48
1932	422,947	78	144,333	34	.34	44
1933	263,004	48	123,198	29	.47	61
1934	263,800	48	159,027	38	.60	78
1935	264,096	49	159,677	38	.60	78
1936	202,000	37	185,580	44	.92	119
1937	159,000	29	157,560	37	.99	129
1938	324,000	60	184,380	44	.56	73

EXHIBIT 444 (Continued)

16. Consists of 6 sheets compiling the information received from Agents in response to the following Agent's Questionnaire:

AGENT'S QUESTIONNAIRE

Will you please answer the following questions as accurately as possible.

Name of Town.....Name of Agent.....No. of years as Agent.....

1. Total yearly sales, all products, delivered to the Country by our Agent's trucks.....
2. How many miles agent's trucks travel yearly on Country business?.....
3. What percentage of deliveries would be full loads of petroleum products?.....
4. What percentage of deliveries would be part loads of petroleum products?.....
5. Would it be possible, or impossible, to deliver the farmers' petroleum products when it suited your convenience; that is, could you start on a definite route, making part load deliveries until your full load has been delivered?.....
6. Are there many occasions when you cannot make delivery due to weather creating bad roads conditions?.....and at what periods of the year?.....
7. Do you conduct other business in addition to our agency?.....
8. If so, are you able to make use of your trucks and other facilities in this other business; that is, you might haul grain, gravel, implements, or other farm produce?.....
9. Unless you were able to diversity your truck operations by other business to make use of your truck equipment, could you afford to make delivery to the country on your present cartage remunerations?.....

EXHIBIT 444 (Continued)

16. (Continued)

10. If you sold all the requirements of petroleum products at your agency and adjacent territory, that is, if you had an exclusive franchise, how many trucks do you estimate you would have to operate to take care of all the business?

.....

11. Why is it that small light delivery trucks are essential, as against large trucks?.....

Date..... .....
Agent's Signature

NOTE: The last sheet with the Capitulation is extended. There are 6 other sheets with information similar to the upper part of the sheet extended, showing replies from other stations but these are not extended, but are available if desired.

EXHIBIT 444 continued

THE BRITISH AMERICAN OIL COMPANY, LIMITED

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B.

PROVINCE OF ALBERTA

SUMMARY OF AGENTS' REPLIES TO QUESTIONNAIRE

JANUARY 31st, 1939

Years Serv.	Total Sales 1937	Country Delv's.	% of Total	Annual Miles Run	Petroleum Products % Full Loads	% Part Loads	Delivery at Our Convenience	Weather Conditions Delivery Impossible Due to	What Period of Year	Other Business Has Agent Other Business	Is Truck Used in this	Can Agent Presently Make delivery without this	No. Trucks Required Under Excl. Franchise	Why Light Deliveries versus Large Trucks
11	114,465	-		6,000	1%	99%	Impossible	Yes	All summer	Yes	No	No	2	Small loads.
6	107,631	95,000	88.26	12,000	15	85	"	"	At all times.	"	Yes	"	2	Small Delvs. License Cheap
2	66,012	15,000	22.72	5,000	25	75	"	"	Winter	"	No	"	1	Economical for small deliv
1	36,622	33,000	90.11	8,700	-	100	"	"	Spring and summer.	"	Yes	"	2	Lower cost of operation.
6	26,016	19,000	73.03	3,600	-	100	"	"	Spring and rainy season	"	"	"	1	Make delivery where possib with heavy truck.
1	26,994	25,000	92.61	6,000	-	100	No	"	Winter and spring	"	Implements	"	1	Economical for small deli
3	28,[illegible]	20,000	69.59	3,000	2	98	Impossible	"	All periods	"	Yes	"	1	Poor roads-Small loads.
	593.16	5,223,085	3,906,856	74.80	883,186	%Full Loads								
						45% none are	98% Impossible	90% hindered	Winter and rainy	96%Yes.	83% Yes	98% No.	2%-5Trucks	99% in favor of Light Truck
						42% Under 10%		10% seldom	weather				1%-4 "	because economical and easy
	5.76	50,710	38,303		8,575	6 % Over 10% Under 30%	2% Possible at certain seasons.						12%-3 "	to operate for delivery of
						Over 30%							53%-2 "	small loads on bad roads.
						7% Under 50%								
RE-CAPITULATION/PROVINCE OF ALBERTA TOTALS						49% none are	96% Impossible.	89% hindered	Winter and rainy	93%Yes.	77%Yes.	93% No.	2%-5Trucks	96% in favor of Light Trucks
						38% under 10%		11% seldom	weather				2%-4 "	because economical and easy
Edmonton Division	593.16	5,223,085	3,906,856	74.80	883,186	7% Over 10% Under 30%	4% Possible at certain seasons.	hindered.					16%-3 "	to operate for delivery of
						6% Over 30% Under 50%							45%-2 "	small loads on bad roads.
	447,50	4,688,062	3,215,800	68.59	640,								32%-1 "	
													3 - unanswered.	
TOTAL	1,040.66	9,911,147	7,122,656	71.86	1,523,486									

AVERAGES

EDMONTON Division	5.76	50,710	38,303	8,575
CALGARY Division	5.50	58,601	44,664	8,771
TOTAL AVERAGE	5.69	54,159	40,935	8,656

EXHIBIT 444 (Continued)

17, 18, 19, 20, Consist of 34 Graphs and statements showing Comparison on Percentage basis, 1937, Light Oil deliveries at different cities. The first one being of of Melita, Portage la Prairie and Brandon, Manitoba, and the other 33 of points in Alberta as follows:

PORTAGE - MELITA - BRANDON

COMPARISON ON PERCENTAGE BASIS

1937 LIGHT OIL DELIVERIES

AT

MELITA, PORTAGE LA PRAIRIE, BRANDON
MANITOBA

	PORTAGE		MELITA		BRANDON	
1937	Deliveries (gallons)	Units of 100	Deliveries (gallons)	Units of 100	Deliveries (gallons)	Units of 100
Jan.	10,837	100	1,195	100	9,251	100
Feb.	8,090	75	877	73	4,586	50
March	9,958	92	1,455	122	8,816	95
April	22,714	210	8,797	737	20,755	224
May	37,348	345	7,697	644	37,882	409
June	43,057	397	12,297	1029	42,286	457
July	46,272	427	12,450	1042	50,650	547
Aug.	74,371	686	10,363	867	53,733	581
Sept.	78,719	726	22,954	1921	58,825	636
Oct.	49,253	454	19,509	1633	41,461	448
Nov.	37,057	342	12,972	1086	30,905	334
Dec.	12,881	119	4,576	383	14,415	156
	430,557		115,142		373,565	

[illegible]

[illegible]

[illegible]

1.

EXHIBIT 444 (Continued)

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

at

ARROWWOOD, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	360	100	90	25	
February	45	13	225	63	
March	225	63	1,170	325	1st 6 Mos - 58.62%
April	3,223	895	3,645	1,013	
May	4,882	1,356	2,520	700	
June	2,841	789	1,170	325	
July	630	175	2,565	713	
August	2,250	625	2,790	775	
September	2,160	600	2,925	815	2nd 6 Mos - 41.38%
October	225	63	360	100	
November	180	50	90	25	
December	135	65	90	25	
	17,156		17,640		

4 Mos - 39.96% July, August, September, October.

EXHIBIT 444 (Continued) 2.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

ELK POINT, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,395	100	2,443	175	
February	810	58	855	61	
March	2,170	156	110	8	
					1st 6 Mos - 28.63%
April	1,620	116	3,132	225	
May	3,560	255	2,334	167	
June	5,952	427	3,162	227	
July	4,280	307	7,545	541	
August	3,734	268	5,930	425	
September	13,637	978	5,149	369	
					2nd 6 Mos - 71.37%
October	7,570	543	6,419	460	
November	2,011	144	6,287	451	
December	3,593	258	2,490	179	
	50,332		45,856		4 Mos - 56.41% July, August, September, October.

EXHIBIT 444 (continued)

3.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

QUEENSTOWN, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	135	100	585	434	)
February	45	34	135	100	)
March	225	167	1,782	1320	)
April	1,045	774	2,610	1934	) 1st. 6 mos.-44.55%
May	4,845	3589	6,980	5171	)
June	4,693	3476	1,440	1067	)
July	3,015	2234	6,390	4734	)
August	2,835	2100	6,265	4641	) 2nd. 6 mos.-55.45%
September	1,215	900	855	634	)
October	1,934	1433	3,270	2422	)
November	540	400	855,	634	)
December	900	667	1,235	915	)
	21,427		32,402		) 4 mos. - 47.89% (July, August September, October.)

EXHIBIT 444 (Continued) 4.

COMPARISON ON PERCENTAGE BASIS, 1937-38

LIGHT OIL DELIVERIES

AT

LOMOND, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	749	100	1,389	185	
February	296	40	620	83	
March	3,194	426	1,547	207	
					1st 6 Mos - 43.44%
April	2,864	383	3,625	484	
May	4,834	646	4,944	660	
June	4,050	541	6,200	828	
July	3,512	469	4,318	577	
August	3,232	432	4,610	615	
September	4,135	552	8,560	1,143	
					2nd 6 Mos - 56.56%
October	2,480	331	5,935	792	
November	1,945	260	3,078	411	
December	2,076	277	802	107	
	33,367		45,628		
					4 Mos - 46.56% July, August, September, October.

[illegible] on Deposit, 1957-58

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
January	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
October	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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EXHIBIT 444 (Continued)

5.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

CRAIGMYLE, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	900	100	810	90	
February	540	60	450	50	
March	1,125	125	630	70	
					1st 6 mos - 36.36%
April	3,195	355	3,015	335	
May	3,647	405	3,680	409	
June	3,735	415	4,680	520	
July	3,690	410	3,915	435	
August	945	105	3,375	375	
September	2,205	245	6,705	745	
					2nd 6 mos - 63.64%
October	1,890	210	7,605	845	
November	4,005	445	9,405	1,045	
December	315	35	2,160	240	
	26,192		46,430		4 mos - 41.76% (July, August September, October.)

EXHIBIT 444 (Continued) 6.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

SYLVAN LAKE, ALBERTA

Month	1937 Deliveries (Gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	2,790	100	1,082	39	
February	2,173	78	993	36	
March	1,182	42	3,567	88	
					1st 6 Mos - 33.48%
April	5,991	215	2,530	91	
May	2,929	105	5,848	210	
June	6,996	251	5,365	192	
July	8,005	287	10,599	380	
August	6,898	247	8,607	309	
September	7,005	251	8,660	310	
					2nd 6 Mos - 66.52%
October	5,664	203	8,249	296	
November	5,785	207	3,937	141	
December	4,050	145	4,901	176	
	59,468		64,338		4 Mos - 51.44%, July, August, September, October.

EXHIBIT 444 (Continued)

7.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

PICTURE BUTTE, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	4,107	100	5,921	144	
February	3,685	90	4,583	112	
March	5,421	132	4,525	110	
					1st 6 mos - 40.43%
April	13,043	318	21,091	514	
May	12,515	305	15,015	366	
June	13,82[illegible]	336	10,620	259	
July	10,060	245	12,998	316	
August	5,535	135	1,990	48	
September	26,978	657	13,845	337	
					2nd 6 mos - 59.57%
October	11,853	289	25,027	609	
November	21,233	517	6,560	160	
December	8,884	216	23,488	572	
	137,134		145,663		4 mos - 38.29% (July, August September, October.)

EXHIBIT 44 continued

8.

COMPARISON OF MONTHLY SALES, 1937 - 38

LIGHT OIL DELIVERIES

AT

REDUC, ALTA.

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,943	100	1,992	100	)
February	1,069	55	3,900	196	)
March	1,211	62	922	46	) 1ST 6 mos.-37.11%
					)
April	4,716	243	1,940	97	)
May	6,206	319	3,883	182	)
June	5,646	291	4,590	230	)
					) 2nd-6mos.-62.89%
July	8,131	418	4,513	227	)
August	6,810	350	5,300	266	)
September	3,393	175	2,350	118	)
					)
October	6,185	318	6,744	339	)
November	9,860	507	4,280	215	)
December	3,990	205	2,428	122	)
					)
	59,160		42,582		)
					)) 4 mos. - 42.68%
					) (July, August
					) September,
					) October)

EXHIBIT 444 continued

9

COMPARISON OF PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

DEWBERRY, ALBERTA

Month	1937 Deliveries (gallons)	1937 Unit of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,277	100	2,659	208	)
February	859	67	589	46	)
March	1,702	133	1,350	106	)1st 6 mos.-44.79%
April	2,387	187	5,682	445	)
May	10,618	831	6,080	476	)
June	5,131	402	8,013	627	)
July	3,186	249	5,265	413	)
August	3,589	281	5,582	437	)
September	12,771	1000	4,069	319	)2nd 6 mos - 55.21%
October	4,896	383	6,581	516	)
November	3,818	299	5,613	440	)
December	943	74	1,083	85	)
	51,177		52,566		)
					) 4 mos - 44.40%
					) (July, August,
					)) September,
					) October)

EXHIBIT 444 (Continued)

10.

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

NOBLEFORD, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	855	100	1,395	163	
February	675	79	1,938	227	
March	1,170	137	2,113	247	
					1st 6 mos - 39.23%
April	5,355	626	6,345	742	
May	3,735	437	9,810	148	
June	6,345	742	6,345	742	
July	5,805	679	9,895	1158	
August	3,645	427	4,950	579	
September	14,265	1668	16,845	1970	
					2nd 6 mos - 60.77%
October	2,655	311	1,800	211	
November	2,160	253	1,215	142	
December	3,147	368	4,995	584	
	49,812		67,646		4 mos - 50.96% (July, August September, October)

EXHIBIT 444 continued

11.

COMPARISON IN PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

CARBON, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	2,210	100	1,275	58	
February	990	45	2,080	94	1st 6 mos - 44.31%
March	3,600	163	1,025	46	
April	4,185	189	2,760	125	
May	9,910	448	7,060	319	
June	4,730	214	10,375	469	
July	3,600	163	2,355	107	
August	8,986	407	2,985	135	2nd 6 mos - 55.69%
September	4,860	220	11,370	514	
October	4,035	183	4,520	205	
November	9,311	421	7,544	341	
December	1,825	83	1,695	77	
	58,242		58,044		4 mos - 37.70% (July, August September October)

EXHIBIT 444 continued

12

CO[illegible] [illegible]PONTAG[illegible] [illegible]s, 1937 - 38

LIGHT OIL DELIV[illegible]IES

[illegible]T

[illegible]LLA, [illegible]BERTA

MONTH	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,755	100	1,920	109	
February	1,820	104	935	53	
March	3,195	182	2,250	128	1st 6 mos.-41.66
April	6,495	370	6,570	374	
May	7,825	446	6,930	395	
June	7,155	408	9,040	515	
July	4,075	232	6,880	390	
August	5,170	295	4,885	278	
September	6,035	344	17,530	999	2nd 6 mos.-58.34
October	2,010	115	5,458	311	
November	6,578	375	10,045	572	
December	5,437	310	4,205	240	
	57,530		76,615		4 mos. - 38.76% (July, August September, October)

EXHIBIT 444 Continued.

13.

COMPARISON OF PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

LOYDMINSTER, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	5,180	100	13,126	253	)
February	4,318	84	6,318	122	)
March	7,589	147	12,012	232	)
					) 1st 6 mos.-42.68%
April	10,405	201	6,380	123	)
May	11,468	222	14,891	287	)
June	12,908	249	17,681	342	)
					)
July	14,698	284	12,102	234	)
August	7,332	142	17,701	342	)
September	17,886	345	10,317	199	)
					) 2nd 6 mos.-57.32%
October	11,739	227	19,344	373	)
November	19,325	373	16,572	320	)
December	3,554	69	13,661	264	)
					) 4 mos. - 38.7o%
	126,402		160,105		) (July, August,
					) September, October)

EXHIBIT 444 continued

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

STRATHCONE, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	3,095	100	4,126	133	)
February	2,875	93	4,911	159	)
March	5,010	162	2,900	94	)
					)1st 6 mos.-41.34%
April	16,365	529	13,258	428	)
May	29,001	937	9,660	312	)
June	21,958	710	5,365	173	)
					)
July	8,055	260	16,450	532	)
August	14,370	464	15,770	510	)
September	13,650	441	8,660	280	)
					)2nd 6 mos.-58.66%
October	23,453	758	36,470	1,179	)
November	5,699	184	6,830	221	)
December	12,051	389	6,715	217	)
	155,582		131,095		) 4 mos. - 47.75%) (July, August,) September, October)

EXHIBIT 444 continued

15.

COMPARISON OF MONTHLY OIL RUNS, 1937 - 38

LIGHT OIL DELIVERIES

AT

WAIT RIGHT, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,981	100	2,509	127	
February	718	36	12,543	633	
March	855	42	3,840	194	
					1st 6 mos.-34.63%
April	6,526	329	8,564	132	
May	5,426	274	11,654	588	
June	5,151	260	6,591	333	
July	10,550	533	10,807	546	
August	4,550	230	10,173	514	
September	5,981	302	20,855	1053	
					2nd 6 mos.- 65.37%
October	21,139	1067	5,237	264	
November	4,860	245	22,481	1135	
December	3,049	154	5,551	280	
	70,766		120,813		4 mos.- 46.60% (July, August, Spetember October)

EXHIBIT 444 Continued Page 16.

COMPARISON OF PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

CARDSTON, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	1,620	100	8,146	503)	
February	1,300	80	3,165	195)	
March	2,155	133	7,041	435)	
				)	1st 6 Mos - 39.58%
April	5,651	349	8,610	531)	
May	12,195	753	10,165	627)	
June	7,716	476	25,198	1555)	
July	12,838	792	8,970	554)	
August	9,034	558	17,697	1092)	
September	2,983	184	21,104	1303)	
				)	2nd 6 Mos - 60.42%
October	12,685	783	23,559	1454)	
November	10,857	670	2,685	166)	
December	4,841	299	14,685	906)	
	83,875		151,025	)	
				)	4 Mos - 46.35%
				)	July, August
				)	September, October.
				)	

EXHIBIT 444 continued 17

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

RED DEER, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	5,598	100	5,123	92	
February	4,190	75	5,654	101	
March	6,339	113	10,613	190	
April	12,014	215	12,980	232	1st 6 mos.- 41.64%
May	20,300	363	15,980	285	
June	16,564	296	19,927	356	
July	16,720	299	19,641	351	
August	19,972	357	16,420	294	
September	14,922	267	17,543	314	2nd 6 mos. - 58.36%
October	17,988	322	27,183	486	
November	17,272	309	8,759	156	
December	7,605	136	5,572	100	
	159,484		165,395		4 mos.-46.29% (July, August, September, October)

EXHIBIT 444 continued

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

CAMROSE, ALBERTA

	1937		1938		
Month	Deliveries (gallons)	Units of 100	Deliveries (gallons)	Units of 100	
January	4,820	100	935	19	
February	5,168	107	5,612	116	
March	13,914	289	11,094	230	1st 6 mos.- 37.97%
April	11,400	237	7,727	160	
May	16,785	348	12,668	263	
June	22,152	460	42,702	886	
July	4,375	91	6,400	133	
August	15,170	315	11,735	243	
September	57,557	1194	42,581	883	
October	2,220	46	20,444	424	2nd 6 mos. - 62.03%
November	29,672	616	10,243	213	
December	21,830	453	30,914	642	
	205,063		203,055		4 mos. - 39.32% July, August, September, October.

EXHIBIT 444 Continued.

COMPARISON ON PERCENTAGE BASIS
1937 - 38

LIGHT OIL DELIVERIES

AT

WETASKIWIN, ALBERTA.

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	5,875	100	7,392	126)	
February	5,446	93	2,478	42)	
March	8,402	143	8,715	149)	
				)	1st 6 Mos - 42.19%
April	9,499	162	7,421	127)	
May	12,569	214	12,570	214)	
June	14,706	251	16,736	285)	
July	9,120	155	10,736	183)	
August	12,343	210	17,355	295)	
September	16,569	282	11,535	197)	
				)	2nd 6 Mos - 57.81%
October	11,950	203	19,406	331)	
November	14,111	240	12,243	209)	
December	9,610	164	8,223	140)	
	130,200		134,810	)	
				)	4 Mos - 41.14%
				)	July, August,
				)	September, October.
				)	

COMPARISON ON PERCENTAGE BASIS, 1937 - 38.

LIGHT OIL DELIVERIES

AT

DRUMHELLER, ALBERTA.

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	6,751	100	4,014	59	
February	4,859	72	3,346	50	
March	6,959	103	4,805	71	1st 6 Mos - 42.02%
April	11,091	164	8,832	131	
May	14,916	221	14,756	219	
June	10,842	161	14,974	222	
July	10,804	160	11,542	171	
August	13,541	201	13,820	205	
September	11,992	178	22,342	331	2nd 6 Mos - 57.98%
October	10,425	154	21,979	326	
November	7,600	113	10,339	153	
December	5,518	82	6,551	97	
	115,298		137,300		4 Mos - 46.10% July, August, September, October.

EXHIBIT 444 continued

COMPARISON ON PERCENTAGE BASIS, 1937 - 38

LIGHT OIL DELIVERIES

AT

THREE HILLS, ALBERTA

Month	1937 Deliveries (gallons)	1937 Units of 100	1938 Deliveries (gallons)	1938 Units of 100	
January	4,157	100	2,738	66	
February	1,795	43	1,611	39	
March	6,035	145	3,813	92	
					1st 6 mos. - 36.94%
April	14,135	340	8,205	197	
May	15,539	374	22,063	531	
June	20,348	489	15,180	365	
July	10,630	256	15,479	372	
August	18,740	451	20,347	489	
September	14,783	356	25,848	622	
					2nd 6 mos. - 63.06%
October	9,395	226	42,260	1017	
November	12,335	297	13,842	333	
December	3,072	74	10,605	255	
	130,964		181,991		4 mos. - 50.32% July, August, September, October.

L E D U C 100% FRANCHISE

Shown in Terms of 100

Month	Deliveries (Gallons)	%	Estimated Farm Del. (Gallons)	%	
January	10,438	100	5,200	100	
February	9,956	95	4,900	94	
March	15,312	147	7,600	146	
					1st 6 Mos - 39.85%
April	15,406	148	7,700	148	
May	13,745	132	6,900	133	
June	24,052	230	12,000	231	
July	23,649	227	11,800	227	
August	27,773	266	13,900	267	
September	12,314	113	6,100	117	
					2nd 6 Mos - 60.15%
October	35,339	339	17,600	338	
November	22,375	214	11,100	213	
December	12,778	122	6,300	121	
	223,137		111,100		4 Mos - 44.40% July, August, September, October.

EXHIBIT 444 continued

L E D U C

100% FRANCHISE

SHOWN IN GALLONS

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
Jan.	10,438	100	5,200	100	)
Feb.	9,956	95	4,900	94	)
Mar.	15,312	147	7,600	146	)
					) 1st 6 mos. - 39.85%
Apr.	15,406	143	7,700	148	)
May.	13,745	132	6,900	133	)
June	24,052	230	12,000	231	)
July	23,649	227	11,800	227	)
Aug.	27,773	266	13,900	267	)
Sep.	12,314	118	6,100	117	) 2nd 6 mos. - 60.15%
					)
Oct.	35,339	339	17,600	338	)
Nov.	22,375	214	11,100	213	)
Dec.	12,778	122	6,300	121	)
	223,137		111,100		) 4 mos. - 44.40%) July, August,) September, October.)

S T R A T H M O R E

100% Franchise

Shown in Terms of 100

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	12,392	100	8,100	100	
February	14,750	119	7,350	121	
March	14,717	119	7,350	121	1st 6 Mos - 32.84%
April	27,745	224	18,300	226	
May	35,020	283	12,500	205	
June	40,366	326	20,100	330	
July	49,406	399	24,700	405	
August	47,364	382	23,100	379	
September	48,505	391	24,200	397	2nd 6 Mos - 67.16%
October	110,615	893	55,300	907	
November	20,513	166	10,200	167	
December	20,161	163	10,200	167	
	441,554		214,900		4 Mos - 57.95% July, August, September, October.

EXHIBIT 444 continued.

STRATHMORE 100% FRANCHISE

Shown in Gallons.

Strathmore Month	Deliveries (gallons)	%	Estimated Farm.Del. (gallons)	%	
Jan.	12,392	100	6,100	100	
Feb.	14,750	119	7,350	121	
Mar.	14,717	119	7,350	121	1st 6 mos. - 32.84%
Apr.	27,745	224	13,800	226	
May	35,020	283	12,500	205	
June	40,366	326	20,100	330	
July	49,406	399	24,700	405	
Aug.	47,364	382	23,100	379	
Sep.	48,505	391	24,200	397	2nd 6 mos. - 67.16%
Oct.	110,615	893	55,300	907	
Nov.	20,513	166	10,200	167	
Dec.	20,161	163	10,200	167	
	441,554		214,900		4 mos. - 57,95% July, August, September, October.

W A I N W R I G H T

100% Franchise

Shown in Terms of 100

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	9,963	100	4,900	100)	
February	14,457	145	7,200	147)	
March	17,322	174	8,700	178)	
				)	1st 6 Mos - 37.96%
April	18,922	190	9,400	192)	
May	25,750	258	12,300	251)	
June	14,563	146	7,200	147)	
July	23,878	240	12,000	245)	
August	22,477	226	11,200	229)	
September	25,073	252	12,500	255)	
				)2nd 6 Mos - 62.04%	
October	42,703	429	21,300	435)	
November	38,624	388	19,200	392)	
December	12,268	123	6,100	124)	
	266,000		132,000	)	
				)4 Mos - 42.91%	
				)July, August,	
				)September, October	
				)	

W A I N W R I G H T — 100% FRANCHISE

Shown in Gallons.

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	9,963	100	4,900	100	)
February	14,457	145	7,200	147	)
March	17,322	174	8,700	178	)
April	18,922	190	9,400	192	) 1st 6 mos. - 37.96%
May	25,750	258	12,300	251	)
June	14,563	146	7,200	147	)
July	23,878	240	12,000	245	)
August	22,477	226	11,200	229	)
September	25,073	252	12,500	255	)
October	42,703	429	21,300	435	)2nd 6 mos. 62.04%
November	38,624	388	19,200	392	)
December	12,268	123	6,100	124	)
	266,000		132,000		)
					) 4 mos. - 42.91%
					) July, August,
					) September, October.
					)

R E D D E E R

100% Franchise

Shown in Terms of 100

Month	Deliveries (gallons)	%	Deliveries Farm Del. (gallons)	%	
January	23,710	100	12,000	100	
February	26,300	111	13,000	108	
March	46,700	197	23,000	192	
					1st 6 Mos - 42.53%
April	60,200	254	30,000	250	
May	74,200	313	37,000	308	
June	91,500	386	46,000	383	
July	91,000	384	46,000	383	
August	71,250	301	35,000	292	
September	81,500	344	41,000	342	
					2nd 6 Mos - 57.47%
October	125,800	531	62,500	521	
November	40,600	171	20,000	167	
December	25,820	109	13,000	108	
	758,580		378,500		4 Mos - 48.72% July, August, September, October

R E D D E E R

100% Franchise

Shown in Gallons.

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	23,710	100	12,000	100)	
February	26,300	111	13,000	108)	
March	46,700	197	23,000	192)	
				)	1st 6 Mos - 42.53%
April	60,200	254	30,000	250)	
May	74,200	313	37,000	308)	
June	91,500	386	46,000	383)	
July	91,000	384	46,000	383)	
August	71,250	301	35,000	292)	
September	81,500	344	41,000	342)	
				)	2nd 6 Mos - 57.47%
October	125,800	531	62,500	521)	
November	40,600	171	20,000	167)	
December	25,820	109	13,000	108)	
	758,580		378,500	)	
				)	4 Mos - 48.72%
				)	July, August,
				)	September, October.
				)	

C A M R O S E

100% Franchise

Shown in terms of 100

Month	Deliveries (gallons)	%	Estimated Farm Deliv. (gallons)	%	
January	3,800	100	1,900	100	
February	22,780	599	11,000	579	
March	44,800	1179	22,000	1158	
					1st 6 mos - 38.5%
April	61,400	1615	30,510	1606	
May	91,400	2405	46,000	2421	
June	96,500	2461	46,000	2421	
July	76,000	2000	38,000	2000	
August	77,000	2026	38,000	2000	
September	104,200	2742	52,000	2737	
					2nd 6 mos - 61.4%
October	125,000	3289	62,500	3289	
November	80,200	2189	42,000	2211	
December	41,650	1096	21,000	1105	
	824,730		410,910		
					4 mos - 43.3% July, August, September, October.

C A M R O S E

100% Franchise

Shown in Gallons

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	3,800	100	1,900	100	
February	22,780	599	11,000	579	
March	44,800	1179	22,000	1158	
April	61,400	1615	30,510	1606	1st 6 Mos - 38.52%
May	91,400	2405	46,000	2421	
June	93,500	2461	46,000	2421	
July	76,000	2000	38,000	2000	
August	77,000	2026	38,000	2000	
September	104,200	2742	52,000	2737	2nd 6 Mos - 61.48%
October	125,000	3289	62,500	3289	
November	83,200	2189	42,000	2211	
December	41,650	1096	21,000	1105	
	824,730		410,910		

4 Mos - 46.34%
July, August,
September, October

W E T A S K I W I N

100% Franchise.

Shown in Terms of 100

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	24,763	100	12,350	100	
February	33,667	136	16,800	136	
March	39,695	160	19,800	160	
April	47,462	192	23,700	192	1st 6 Mos - 41.71%
May	52,887	214	26,400	214	
June	53,452	216	26,700	216	
July	48,897	197	24,400	198	
August	52,536	212	26,200	212	
September	79.043	319	39,500	320	
October	88,385	357	44,100	357	2nd 6 Mos - 58.29%
November	55,761	225	27,800	225	
December	37,452	151	14,000	113	
	614,000		301,750		4 Mos - 43.79% July, August, September, October.

W E T A S K I W I N

100% Franchise

Shown in Gallons.

Month	Deliveries (gallons)	%	Estimated Farm Del. (gallons)	%	
January	24,763	100	12,350	100	
February	33,667	136	16,800	136	
March	39,695	160	19,800	160	
					1st 6 Mos - 41.71%
April	47,462	192	23,700	192	
May	52,887	214	26,400	214	
June	53,452	216	26,700	216	
July	43,897	197	24,400	198	
August	52,536	212	26,200	212	
September	79,043	319	39,500	320	
					2nd 6 Mos - 58.29%
October	88,385	357	44,100	357	
November	55,761	225	27,800	225	
December	37,452	151	14,000	113	
	614,000		301,750		4 Mos - 43.79% July, August, September, October.

		Record
EXHIBIT [illegible] -	Blue-print showing plans and specifications of the new wholesales facilities being added to the premises of the dealer distributors of British American Oil Company. Produced by the witness [illegible] Miller and described in detail by him; see page 10,609 of the Record	10,609
EXHIBIT 446 -	Photograph of British American main distributing branch at Drumheller and described in detail by the witness Miller; see page 10,611 et seq. of the Record	10,611
EXHIBIT 447 -	Another picture of British American main distributing branch at Drumheller and described in detail by the witness Miller; see page 10,613 et seq. of the Record	10,613
EXHIBIT 448 -	Photograph of bulk sales warehouse to be built for dealer distributor of British American Oil Company and described in detail; see page 10,613 of the Record	10,613
EXHIBIT 449 -	Picture of combination wholesale and retail outlets of British American Oil Company and described in detail; see page 10,614 et seq. of the Record	10,614
EXHIBIT 450 -	Another picture of combination wholesale and retail outlets of British American Oil Company and described in detail; see page 10,620 et seq. of the Record	10,620
[illegible] -	Part submission on behalf of the B.A. Oil Company, presented by the witness [illegible] Miller, dealing with bulk distributing points in the Province of Alberta. Intended in full in Report. See page 10,627 et seq.	10,627
EXHIBIT 452 -	Statement of Marketing Costs applicable to account providing drums for farm sales Province of Alberta Year 1946, B.A. Oil Company. Intended in full in Record, see page 10,646 et seq.	10,646

Page in Record

EXHIBIT 453 - Statement dealing with Provincial Gasoline Tax Acts in the Provinces of Canada with graph attached, described in detail and found in the Record see page 10,628 et seq. 10,628

EXHIBIT 454 - Graph presented by the witness A.H. Miller, showing gasoline prices decline while taxes rise, 12 representative Canadian cities ..... extended in full in the Report, see page 10,639 et seq. of the Record 10,639

EXHIBIT 455

THE BRITISH AMERICAN OIL COMPANY LIMITED

STATEMENT OF MARKETING COSTS

APPLICABLE TO LUBRICATING OILS, GREASES AND

MISCELLANEOUS MERCHANDISE SOLD IN THE

PROVINCE OF ALBERTA IN THE YEAR - 1938

Commissions Paid:

Lubricating Oils	$21,573.74
Greases & Sundry Petroleum Products	4,177.80
	$25,751.54

Proportion of other Marketing Costs allocated on weighted sales Basis:

$670,895.30 - $25,751.54 x 12.04% 77,614.41

$103,365.95

Apportioned

Mktg.	$84,653.93
Gen. & Admin.	18,712.02
	$103,365.95

EXHIBIT 456
(Being a break-down of Exhibit 179)

DEPARTMENT OF PROVINCIAL SECRETARY

-890-

Statement Showing Gallons of Fuel Oil Consumed in Alberta, 1938

SHOWING ORIGIN OF PRODUCTS AND % OF SALES

	Total Sales Alberta	To Dominion Government	Sales of Varsol	Sales Coal Oil Exemptions	Sales Heavy Fuel Oil	Tax Collected Sales	Total Gallons Tax Collected	% of Total Sales	% of Total Tax Collected Sales
Imperial Oil Ltd. & Controlled Gallons									
Alta. Hi-Ways Ref. Ltd.	570244	5		9900	12165	548174			
Canadian Oil Co's Ltd.	2156637	5649		76558		2074430			
I. Oil Mfg. Dept., Calgary	6341					6341			
I. Oil, Edmonton	34560899.	144556	100695.30	851061	8990238.50	24474349			
I. Oil, Regina	60231.30					60231.30			
Maple Leaf Pet. Ltd.	3720071	1018.50		58278		3660774.50			
McColl-Frontenac Oil Co. Ltd.	472628.30	16615		1530		454483.30			
North Star Oil Co. Ltd.	5277736	66726		154800		5056210			
Union Oil Co. Ltd.	2316631	51951		69400		2195280			
Standard Oil, B.C. (Alta. Hi-Ways)	2235					2235			
B.A. Oil, Calgary	25[illegible]3					25443			
B.A. Oil, Edmonton	61242					61242			
Bell Dist. Ltd. (North Star)	520					520			
Consumers Oil Co., Calgary(Maple Leaf)	97244					97244			
Drumheller Ind. Oil(Maple Leaf)	4114					4114			
Texas Co.	356024					356024			
Artic Oil.Co., Calgary (Maple Leaf)	17660					17660			
Becker Oil Co. "	1080					1080			
J.R. Munro & Sons, Calg.	315					315			
Lion Ref. Co. Ltd. " (Maple Leaf)	1340					1340			
Gas & Oil Prod. Ltd." " "	62002					62002			
Snowd n Estate " " "	7854					7854			
							39167346.10	53.84	49.61%
	49778492.40	286520.50	100695.30	1221527	9002403.50	39167346.10			
Importations from B.C.									
Union Oil Co. Ltd.	48314					48314			
Standard Oil of B.C.	85172	18792		8036		77136			
Shell Oil Co. of B.C.	85648					66856			
B.A. Oil, Edmonton	119988					119988			
							312294	.37	.39%
	339122	18792		8036		312294			
British American Oil Co. Ltd. & Controlled Gallons									
Canadian Oil Co's Ltd.	173139					173139			
North Star Oil Co. Ltd.	1750					1750			
B.A. Oil, Calgary	7319390.90	76302		126677	916341	6200070.90			
B.A. Oil, Edmonton	7650920.80	30046.70		253485		7367389.10			
Great West Dist. Ltd.	4088180.75	7029		72603	2714	4005834.75			
Bell Ref. Co. Ltd.	1131478	503		5715		1125260			
Bell Dist. Ltd.	240804.50			180		240624.50			
Consumers Oil Co., Calg. (Bell)	94150.50	149.50		3690		90311			
" " " Warner (Bell)	35028					35028			
Associated Dist. Ltd. (G.W.D.)	7485					7485			
Drumheller Ind. Oil (Bell)	14856					14856			
B. A. Oil, Regina	1405					1405			
B. A. Oil, Saskatoon	62374.50					62374.50			
Dominion Range Stn. (G.W.D.)	278					278			
Public Pet. Corp. (Champion) (G.W.D.)	34714					34714			
" " " (Granum), (G.W.D.)	166574					166574			
" " " (Enchant), (G.W.D.)	58599					58599			

F A R T M E N T

Statement Show

SEC

Sales
Coal
Exempti

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EXHIBIT 456 continued
(Being a break-down of Exhibit 179)

	Total Sales Alberta	To Dominion Government	Sales of Varsol	Sales Coal Oil Exemptions	Sales Heavy Fuel Oil	Tax Collected Sales	Total Gallons Tax Collected	% of Total Sales	% of Total Tax Collected Sales
British American Oil Co. Ltd. & Controlled Gallons (Cont.)									
Economy Oils, Ltd.	43388	7				43381			
Oughton Brothers (G.W.D.)	2422					2422			
Hydro-Pete Oils Ltd. (Bell)	13544					13544			
Huff Ref. Co., Lethbridge (G.W.D.)	425					425			
Becker Oil Co., Calgary (Bell)	9604					9604			
J.R. Munro & Sons, " (G.W.D.)	7720					7720			
J.W. Fraser Ref. Co., Wainwright	4815					4815			
Lion Ref. Co. Ltd. (G.W.D.)	38789					38789			
Gas & Oil Prod. Ltd. (G.W.D)	11547					11547			
M. Kuefler, Galahad (G.W.D., Bell)	32369					32369			
							19750308.75	22.97	25.01%
	21245750.95	114037.20		482330	919055	19750308.75			
Gas & Oil Prod. Ltd. & Controlled Gallons									
Canadian Oil Co's Ltd.	48980					48980			
G. West Dist. Ltd.	682269					682269			
Associated Dist. Ltd.	403342.50	23.50		1854		403465.50			
Drumheller Ind. Oil	111708			2525		109183			
Economy Oils Ltd.	77345					77345			
Oughton Brothers	778908			2170		777738			
Arrowwood P. Pool #2	89550			720		88830			
Hydro Pet. Oils Ltd.	113690			450		113240			
Texas Co.	5342					5342			
Artic Oil Co., Calgary	120298					120298			
Gold Standard Oils	89456	6				89450			
Huff Ref. Co., Lethbridge	11073					11073			
J.W. Fraser Ref. Co., Wainwright	1200					1200			
Lion Ref. Co. Ltd., Calgary	25970					25970			
International Supplies Ltd., Olds	91766					91766			
Gas & Oil Prod. Ltd.	2438808	924.50		8910	640852	1788121.50			
M. Kuefler, Galahad	5327					5327	4439598	5.51	5.62%
	5097033	954		15629	640852	4439598			
Texas Co. of Canada & Controlled Gallons									
Drumheller Ind. Oil (Artic)	21898					31898			
Oughton Brothers (Artic)	170249					170249			
Texas Co.	4517798.50	27607		27975		4462216.50			
Artic Oil Sales	1317399	1398				1316001			
Artic Oil Company	698517.75	30				698487.75			
Lion Ref. Co. Ltd., Calgary	44.995					442995			
Gas & Oil Prod. Ltd. " (Artic)	2035					2035			
Gas & Oil Prod. " "	312887					312887			
Cardston Motors Ltd. (Artic)	39317.25					39317.25			
Northern Light Ref. (Texas)	268908					268908	7734994.50	8.43	9.80%
	7792004.50	29035		27975		7734994.50			

EXHIBIT 456 continued
(Being a break-down of Exhibit 179)

	Total Sales Alberta	To Dominion Government	Sales of Varsol	Sales Coal Oil Exemptions	Sales Heavy Fuel Oil	Tax Collected Sales	Total Gallons Tax Collected	% of Total Sales	% of Total Tax Collected Sales
Lion Ref. Co. Ltd. & Controlled Gallons									
Bell Ref. Co. Ltd.	425					425			
Drumheller Ind. Oil	11885					11885			
Hydro-Pete Oils Ltd.	13999					13999			
Texas Co.	388171					388171			
Artic Oil Sales	420					420			
Artic Oil Co., Calgary	165906			10429		155477			
Huff Ref. Co., Lethbridge	23854					23854			
Lion Ref. Co. Ltd., Calgary	1284401	44.50		12369.50	185445	1086542			
Gas & Oil Prod. Ltd. "	22214					22214			
G.W. Dist. Ltd. "	31541					31541			
Snowdon Estate "	11196					11196	1745724	2.11	2.21%
	1954012	44.50		22798.50	185445	1745724			
U.S.A. Importations Other than Texas Co.									
Consumers Oil Co., Calgary	4600					4600			
Drumheller Ind. Oil	8827					8827			
Oughton Brothers	19950					19950			
Hydro-Pete Oils Ltd.	105227					105227			
Artic Oil Sales (77 Coy.)	17470					17470			
Huff Ref. Co., Lethbridge	135005	635				134370			
Seventy Seven Oil Co., Lethbridge	346773					346773			
Becker Oil Co., Calgary	87918					87918			
Lion Ref. Co. Ltd.	61653					61653			
Gas & Oil Prod. Ltd.	37905					37905			
B.A. Oil, Coutts	1815					1815			
Taber Motor Co. Ltd., Taber	21589					21589			
Trimble & Sons, Lethbridge	458998					458998			
Individual Imports (Farmers)	1188892					1188892	2496087	2.70	3.17%
	2496722	635							
Other Independent Companies Dealing In Own Prod. T.V. & Wainwright									
Economy Oils	143189					143189			
Hydro-Pete Oils Ltd.	34279					34279			
Great West Dist. Ltd. (Huff Ref.)	26171					26171			
Artic Oil Sales " "	4391					4391			
Artic Oil Co., Calgary (Becker)	2966					2966			
Gold Standard Oils Ltd. (Own Ref.)	225598.50					225598.50			
Huff Ref. Co., Lethbridge, (Own Ref.)	602160.50			3850	323087	275223.50			
Becker Ref. Co. Royalties (Own Ref.)	1017727.50				121827	895900.50			
Becker Oil Co., Calgary (Becker Ref.)	1202256	44		4459		1197757			
J.R. Munro & Sons " (Own Ref.)	107765			180		107585			
Dina Oil & Ref. Co. Lloyd. (Own Ref.)	27252					27252			
J.A. Fraser Ref. Co. Wain. (Own Ref.)	46810					46810			
L.H. Meiklejohn, Wainwright (Own Ref.)	87530					87530			
Lion Ref. Co. Ltd. Calgary (Huff Ref.)	6246					6246			
Gas & Oil Prod. Ltd. " (" ")	5578					5578			
National Pet. Corp. Ltd. (Own Prod,)	63228					63228			

EXHIBIT 456 continued

(Being a break-down of Exhibit 179)

	Total Sales Alberta	To Dominion Government	Sales of Varsol	Sales Coal Oil Exemptions	Sales Heavy Fuel Oil	Tax Collected Sales	Gallons Tax Collected	% of Total Sales	% of Total Tax Collected Sales
Other Independent Companies (Cont.) Dealing On Own Prod. T.V. & Wainwright									
Okotoks Oil & Ref. Co. Ltd. (Own Ref.)	20899					20899			
Richfield Dist. Ltd. (Own Ref.)	97824					97824			
Spooner Oils Ltd. (Own Prod.)	22853.90					22853.90			
U.P. Oil Co. " "	630					630			
Widney Refineries (Own Ref.)	4770					4770			
Sundries ? ?	9200.50					9200.50	3305877.90		
	3759324.90	44		8489	444914	3305877.90			
								4.07	4.19%
	92462461.25	450062.20	100695.30	1766804	11192669.50	TOTAL	78952230.28	100.	100.

Proportion of Sales by Imperial Oil, Ltd., Edmonton	31.08%
" " " " B.A. Oil Co., Edmonton & Calgary	17.52%
" " " " Texas Co., Calgary	6.60%
Proportion of Sales due to Importations from Montana	12.95%

During the Year 1938 Imperial Oil Refinery Calgary Processed Crude for account of British American Oil Co. Ltd.

The percentages shown are based on the tax collected Sales in the Province. 78,952230 gallons. Sales to Dominion Government, Sales of Illuminating Coal Oil and Heavy Fuel Oil shown are Tax. Exempt.

Record Page

EXHIBIT 457 - Memorandum in reference to the cost of production of crude oil by the witness Dr. Frey and extended in full in the Report, with explanations; see page 10,749 et seq. of the Report 10,748

EXHIBIT 458 - Report on the Cost of producing Crude Petroleum, information with reference to the approximate average cost of crude petroleum at wells and estimated recoverable reserves in the United States issued by the United States Department of the Interior, Washington, 1936. Extended in full in the Report, see page 10,792 et seq..... 10,792

EXHIBIT 459- Book entitled "Economics of the Petroleum Industry" by Joseph H. Pogue, see pages 10,792 of the Report..... 10,792

EXHIBIT 460

STATE OF MONTANA

Board of Equalization

HELENA July 7, 1939

M. J. ELLIS W. JOHNSON,
c/o A.H. Miller,
Wallisen Hotel,
Calgary, Alberta
Canada

Dear Sir:-

Please be advised that records in this office show the following number of gallons of gasoline exported into Canada by the various refineries operating in the State of Montana during the years of 1937 and 1938.

Year	Gallons
1937	11,316,000
1938	15,706,517
Total	27,022,517

Yours very truly,

STATE BOARD OF EQUALIZATION

R. V. Bell (signed)

Secretary

M.....LLL/c

.....

RE DOMESTIC AND EXPORT PRICE OF GASOLENE
IN THE STATE OF MONTANA:

A comparison of prices obtained in Montana shows that while local refineries are obtaining a price of from 10.5 to 11.5 cents per wine gallon for a standard grade leaded gasolene to local jobbers, they are willing to export the same product into Canada at prices ranging from 7 to 8 cents per wine gallon, a difference of three-and-one-half cents to four-and-one-half cents per wine gallon.

Similarly, local jobbers have to pay from 8.5 to 9.5 cents per wine gallon for white gasolene as against a price of from 5.5 to 8 cents per gallon when the same product is sold for export to Canada, a difference of three to four cents per wine gallon.

GASOLENE DOMESTIC PRICES - STATE OF MONTANA

Tank Wagon

Standard Grade - "Q" Brand

Wine Gals.	Imp. to Gals.
13 to 14.5¢	16.25 to 18.12¢

Service Station - Retail

Standard Grade - "Q" Brand

Wine Gals.	Imp. Gals.
17 to 17.5¢	21.25 to 21.87¢

White Gasolene

Wine Gals.	Imp. Gals.
12 to 13.5¢	15 to 16.87¢

White Gasolene

Wine Gals.	Imp. Gals.
15 to 15.5¢	18.75 to 19.37¢

Jobbers Prices

Standard Grade - "Q" Brand

Wine Gals.	Imp. Gals.
10.5 to 11.5¢	13.12 to 14.37¢

White Gasolene

Wine Gals.	Imp. Gals.
9.5 to 10.5¢	11.87 to 13.12¢

These prices are exclusive of State Tax of 6¢ per wine gallon and also Sales Tax and Duty.

D A Y L E T T E R

CALGARY JULY 6/39

J W JOHNSON
THE BRITISH AMERICAN PRODUCING COMPANY
SHELBY MONTANA USA

PLEASE SECURE OFFICIAL PRICE LISTS REFINERIES AND COMPANIES MONTANA IN TANK CAR STOP TANK WAGON AND JOBBERS PRICES ANY METHOD OF DELIVERY COVERING JUNE FIFTH SIXTH AND SEVENTH STOP IF UNABLE TO SECURE OFFICIAL PRICE LISTS OBTAIN WHAT CONFIRMATIONS YOU CAN

A H MILLER

SHELBY MONT JULY 6 1939 140PM

A H MILLER

B A OIL CO CALGARY ALTA

REGULAR GRADE TANK WAGON PRICES QUOTED AROUND MONTANA AVERAGE BETWEEN NINETEEN AND TWENTY AND HALF CENTS INCLUDING SIX CENT TAX ALTHOUGH FEW PLACES HIGHER AND SOME LOWER STOP THIRD GRADE GENERAL ABOUT ONE CENT UNDER REGULAR GRADE AND IT IS NOTED THAT MOST SERVICE STATION DEALERS RECEIVE FOUR TO FOUR AND HALF CENTS RETAIL PROFIT ABOVE THE TANK WAGON PRICE OF REGULAR AND THREE TO THREE AND HALF CENTS ON THIRD GRADE STOP JOBBERS TANK CAR PRICES VARY SOMEWHAT BETWEEN TWO AND HALF CENTS AND THREE UNDER TANK WAGON PRICES AND COMPETITIVE PRICES QUOTED THERE IS NO SUCH THING AS ESTABLISHED REFINERY PRICES IN MONTANA OR ESTABLISHED RETAIL OR TANK WAGON PRICES THERE PRICES DEPEND ON LOCAL SITUATION MOSTLY STOP CANNOT SECURE ANY OFFICIAL PRICE LISTS FROM ANY COMPANY AS THERE ARE NO SUCH LISTS GIVEN OUT BY ANY COMPANY BUT THESE FIGURES ARE SUBSTANTIALLY CORRECT

JAMES W JOHNSON

EXHIBIT 462

Record Page

Dominion Bureau of Statistics
Publication produced by the
Witness Miller, showing petroleum
and natural Gas production in
Canada, March 1939. 10,844

See page 10,844 et seq, of the Record

THE BRITISH AMERICAN OIL CO. LTD.

Presented by: Mr. F.C. Dempsey

BRIEF ON ALBERTA OPERATIONS

Following is some information which I obtained in the state of Montana on June 5th, 6th and 7th of this year, the purpose of my trip being to establish that tank truck operators are buying various petroleum products in tank truck lots and for shipment into Canada from Montana refining companies at lower prices than Montana jobbers are paying these Montana refining companies for petroleum products in tank car or tank truck lots:

In mentioning Montana jobbers, reference is made to companies operating in Montana and having railway and storage facilities suitable for receiving shipments by tank car or tank truck of various petroleum products.

In mentioning tank truck operators, reference is made to individuals, partnerships or companies operating one or more tank trucks.

I called on several refining companies and attempted to obtain quotations on several petroleum products, these quotations being subject to shipment to Canada and in cents per wine gallon, tank truck lots, f.o.b. refinery. Following are the results of my interviews:

The Home Oil and Refining Company, at Great Falls, seemed to be suspicious of me and would give me no quotations.

The International Pipe Line Company, at Sunburst, said that they did not handle any Canadian sales at their refinery and could not give out prices but stated that if I were to get in touch with the sales manager of the Texas Company in Calgary, arrangements might be made with him to purchase truck lots of petroleum products at the International Pipe Line Company refinery at Sunburst.

The Big West Oil Company of Montana, at Kevin, would not give me quotations but stated that their representative, Mr. Welch, who makes periodic trips into Canada, would be pleased to negotiate for sales of pettroleum products for shipment into Canada by tank truck from their Kevin refinery.

THE BRITISH AMERICAN OIL COMPANY LIMITED

BRIEF ON ALBERTA OPERATIONS
Presented by: Mr. F. C. Dempsey

The Cutbank Refining Company, at Cutbank, submitted the following quotations:

Third Structure Gasolene	- 5½¢ per wine gallon
45 Gravity Tractor Distillate	- 5¢ " "
Diesel Fuel	-3½¢ per " "

The North West Refining Company, at Cutbank, would not give direct quotations but the gentleman I interviewed informed me that high octane non-leaded gasolene could be purchased in the Cutbank area at from 6¢ to 7½¢ per wine gallon.

Hole Bros. Refinery, at Cutbank, quoted me as follows:

65 Gravity Leaded Gasolene	- 7¢ per wine gallon
Third Grade 58 Gravity Gasolene	-6½¢ " "
45 Gravity Tractor Distillate A	-5½¢ " "
Diesel Fuel	-4¢ " "

At the same time he pointed out that they had no Tractor Distillate A in stock and, hence, had none for sale.

The Home Oil and Refining Company, at Conrad, quoted me as follows:

Third Grade Monto Gasolene	- 6¢ per wine gallon
Silver Gasolene(Leaded)	- 8¢ " " "
Silver Ethyl Gasolene	-10¢ " " "

The Deloraine Refining Company, at Oilmont, quoted me as follows:

63 Gravity Third Grade Gasolene	- 7¢ per wine gallon
Tops (a high grade distillate)	- 6¢ " " "
44.5 Gravity Tractor Distillate	A-5¢ " " "
Diesel Distillate	- 3¢ " " "

One of the workmen at this refinery informed me that almost all of their production was going to Canada.

THE BRITISH AMERICAN OIL COMPANY LIMITED

BRIEF ON ALBERTA OPERATIONS

Presented by: Mr. F. C. Dempsey

The Morton Refining Company, at Oilmont, quoted me as follows:

Third Grade Gasolene - 8¢ per wine gallon
40 Gravity Tractor Distillate - 4¢ per wine gallon
Diesel Fuel -3¢ " " "

The Treasure State Refining Company, at Shelby, quoted me as follows:

60 Gravity Treasure State Gasolene - 5½¢ per wine gallon
44 Gravity Tractor Distillate - 5¢ " " "
40 " " " - 4½¢ " " "
Diesel Fuel -3¢ " " "

In getting the above quotations, I attempted to get them in writing, but was unsuccessful. Mr. Davis, of the Cutbank Refining Company, wrote his quotations on the back of his business card but no signature was obtained. The Treasure State Refining Company, at Shelby, gave me a letterhead on which to copy the prices he gave me but no signature was obtained.

I also called on three jobbers, who told me the names of the Montana refineries from which they were buying their petroleum products and gave me the respective prices in cents per wine gallon, tank car or tank truck lots, exclusive of the 1¢ per gallon federal tax and 5¢ per gallon Montana state tax. The names of these jobbers, together with prices are as follows:

The Farmers Co-Operative Oil and Supply Company, at Conrad, stated that they pay the Home Oil and Refining Company, at Conrad, as follows:

Silver Gasolene (leaded, 72-74 octane) - 10½¢ per wine gal.
Monto Gasolene (third grade) - 9½¢ " " "
46 Gravity Tractor Distillate A - 6½¢ " " "
44 " " " B - 5½¢ " " "
Diesel Fuel - 5½¢ " " "

Cont'd

THE BRITISH AMERICAN OIL COMPANY LIMITED

BRIEF ON ALBERTA OPERATIONS

Presented by: Mr. F. C. Dempsey

The Farmers Co-operative Oil Company, of Sunburst, stated that they pay the Big West Oil Company, of Montana, at Kevin, as follows:

First Structure Gasolene	- 8½¢	per wine gallon
Tractor Distillate A	- 5½¢	" " "
Diesel Fuel	- 6¢	" " "

These prices are f.o.b. Sunburst, so that if the rail transportation charges are deducted, the prices on the above products, f.o.b. the Big West Oil Company refinery at Kevin, would be:

First Structure Gasolene	- 8.17¢	per wine gallon
Tractor Distillate A	- 5.17¢	" " "
Diesel Fuel	- 5.67¢	" " "

b The Farmers Equity Co-operative Company, at Brady, stated that they pay the North West Refining Company, at Cutbank, as follows:

Tractor Gasolene - 8½¢ per wine gallon
Grizzly Gasolene 77 Octane - 10½¢ per wine gallon

The above prices are f.o.b. Brady, in tank cars or tank trucks; so that if the rail transportation charges are deducted, the prices f.o.b. the North West Refining Company's refinery at Cutbank, would be as follows:

Grizzly Gasolene - 9.87¢ per wine gallon
Tractor Gasolene - 7.06¢ " " "

So that the above prices and quotations may be more comprehensible tabulations of same are attached hereto.

In comparing prices in the two tabulations, it may be noticed that Loaded Gasolene is being quoted at 7¢ and 8¢ per wine gallon, tank car or tank truck lots, f.o.b. refinery for shipment to Canada:

Exhibit 463 Cont'd -

Whereas a Montana refining company is receiving 10.5¢ per wine gallon. It is also interesting to note that the refining company which is charging the jobber 10.5¢ per wine gallon for Leaded Gasolene, quoted me 8.0¢ per wine gallon for a similar product, subject to shipment to Canada; and that the refining company and the jobber are situated in the same town, their plants being but a few hundred yards apart.

It may also be seen that the tank car or the tank truck price per wine gallon on Third Structure Gasolene for shipment to Canada varies from 5.5¢ to 8.0¢ per wine gallon; whereas the Montana refining companies are receiving from Montana jobbers from 7.06¢ to 9.5¢ for this product at their refineries.

It may also be seen that 46 Gravity Distillate is quoted at 6.0¢ per wine gallon for shipment to Canada, and that the Montana refiner is receiving 6.5¢ per wine gallon for a similar product from the Montana jobber.

Again, Diesel Fuel is quoted at from 3.0¢ to 4.0¢ per wine gallon for shipment to Canada: whereas the Montana refining companies are receiving from 5.5¢ to 5.67¢ per wine gallon, f.o.b. their refineries, from the Montana jobbers.

If I may be permitted, I would like to say that in my opinion most of the refining companies which I contacted seemed to be suspicious about giving quotations on products to be shipped to Canada.

In obtaining the Montana jobbers' prices to the Montana refining companies, in each case I enquired for the price which our company would be forced to compete against in order to sell them petroleum products; and for this reason, I am of the opinion that these prices which they gave me are as low as they are in fact, since it would be to the jobbers' advantage to name a low price in order that they might reap the benefit of a competitive price given by our company.

STATEMENT OF MONTANA JOBBERS' PRICES
FOR EXPORT AND HOME CONSUMPTION
AS OBTAINED JUNE 5-6-7, 1939

Exhibit 463 Cont'd.

JOBBERS' PRICES FOR EXPORT

Refinery and Location	Ethyl Gasolene	Leaded Gasolene	Standard Gasolene Non-Leaded	Third Structure Gasolene	46 Gravity Distillate	44-44.5-45 Gravity Distillate	40 Gravity Distillate	Diesel Fuel
Cutbank Ref. Co., Cutbank, Mont.				5.5 8.208(R)		5.0 7.02(R)		3.5 5.076(R)
Hole Bros. Ref. Cutbank, Mont.		7.0 10.152(R)		6.5 9.504(R)		5.5 7.668(R)		4.0 5.724(R)
Home Oil & Ref. Co. Conrad, Mont.	10.0 14.04(R)	8.0 11.448(R)		6.0 8.856(R)				
Home Oil & Ref. Co. Great Falls, Mont.								
Deloraine Ref. Co., Oilmont, Mont.				7.0 10.152(R)	6.0 8.856(R)	5.0 7.02(R)		3.0 4.428(R)
Morton Ref. Co., Oilmont, Mont.				8.0 11.448(R)			4.0 5.724(R)	3.0 4.428(R)
Treasure State Ref. Co., Shelby, Mont.				5.5 8.208(R)		5.0 7.02(R)	4.5 6.372(R)	3.0 4.428(R)

MONTANA TANK CAR JOBBERS' PRICES

Farmers Equity Co-op. Co., Brady, Mont. Buying from North West Ref. Co., Cutbank. Prices f.o.b. Brady			10.5 14.688(R)	8.5 12.096(R)				

(R) means red figures

Exhibit 463 cont'd

MONTANA TANK CAR JOBBERS' PRICES	Ethyl Gasolene	Leaded Gasolene	Standard Gasolene Non-Leaded	Third Structure Gasolene	46 Gravity Distillate	44-44.5-45 Gravity Distillate	40 Gravity Distillate	Diesel Fuel
Farmers Co-op Oil Supply Co., Conrad, Mont. Buying from Home Ref. Co., Conrad. Prices f.o.b. Conrad		10.5 14.688(R)		9.5 13.392(R)	6.5 9.504(R)	5.5 7.668(R)	5.5 7.668(R)	
Farmers Co-op. Oil Supply Co., Sunburst, Mont. Buying from Big West Oil Co., Kevin, Prices f.o.b. Sunburst.			8.5 12.096(R)			5.5 7.668(R)	6.0 8.316(R)	

NOTE: Red figures opposite jobbers' prices for export denote cost per Imperial gallon including duty and sales tax but not including freight or customs brokers' commission.

(R) means red figures.

Record Page

EXHIBIT 464 - Copy of the National Petroleum News under date June 28th, 1939. Relevant extracts from page 50 of this issue under the heading "Tank Wagon Markets" was read into the Record. See page 10,868 et seq. of the Record..... 10,868

EXHIBIT 465

C.O.P.Y.

MUA155 74/70 DL

REGINA SASK

1939 JUL 10

A H MILLER

PALLISER HOTEL CALGARY

IMPORTS TO SASKATCHEWAN ACROSS US BOUNDARY TRUCK AND TANK CAR IN 1938 1,652,324 JANUARY TO MAY THIRTY FIRST 1939 547,101 STOP DATA OF POINT OF ORIGIN NOT KEPT BY COMMISSION THEREFORE IMPOSSIBLE TO DETERMINE WHETHER MONTANA OR GROUP THREE STOP IMPORTATIONS FROM ALBERTA IN 1938 2,967,755 STOP TO MAY THIS YEAR 1,770,689 STOP NO RECORD KEPT AS IN ABOVE INSTANCE AS COMMISSION INTERESTED ONLY IN TAX COLLECTED AND NOT ORIGIN

H H BURKE

" DIRECTOR OF GASOLINE TAXATION IN SASKATCHEWAN"

EXHIBIT 466

COMPETITIVE RAIL AND TRUCK FREIGHT RATES

Mileages	Present Rail Rates from Calgary, Moose Jaw or Regina		B.A.Oil Co. Estimated Truck Costs (2000 Gal.Unit) from Calgary or Moose Jaw		New Ontario Rail Truck Comp. Rates to be effective soon	
	100 lbs.	Gal.	100 Lbs.	Gal.	100 Lbs.	Gal.
20	12.00	.96 R	3.40	.27 R	4.00	.32 R
25	14.00	1.12 R	4.30	.34 R	5.00	.40 R
30	14.00	1.12 R	5.10	.41 R	5.00	.40 R
35	14.00	1.12 R	6.00	.48 R	6.00	.48 R
40	17.00	1.36 R	6.90	.55 R	7.00	.56 R
45	17.00	1.36 R	7.80	.62 R	7.00	.56 R
50	20.00	1.60 R	8.60	.69 R	8.00	.64 R
55	20.00	1.60 R	9.40	.75 R	9.00	.72 R
60	21.00	1.68 R	10.30	.82 R	9.00	.72 R
65	21.00	1.68 R	11.10	.89 R	10.00	.80 R
70	21.00	1.68 R	12.00	.96 R	11.00	.88 R
75	23.00	1.84 R	12.90	1.03 R	11.00	.88 R
80	24.00	1.92 R	13.80	1.10 R	12.00	.96 R
85	24.00	1.92 R	14.50	1.16 R	13.00	1.04 R
90	26.00	2.08 R	15.40	1.23 R	13.00	1.04 R
95	27.00	2.16 R	16.30	1.30 R	14.00	1.12 R
100	29.00	2.32 R	17.10	1.37 R	15.00	1.20 R
105	29.00	2.32 R	-	- R	15.00	1.20 R
110	29.00	2.32 R	18.90	1.51 R	1 .00	1.28 R
115	30.00	2.40 R	-	- R	17.00	1.36 R
120	30.00	2.40 R	20.50	1.64 R	18.00	1.44 R
125	32.00	2.56 R	-	- R	18.00	1.44 R
130	32.00	2.56 R	20.50	1.64 R	19.00	1.52 R
135	33.00	2.64 R	-	- R	20.00	1.60 R
140	33.00	2.64 R	22.00	1.76 R	21.00	1.68 R
145	35.00	2.80 R	-	- R	21.00	1.68 R
150	35.00	2.80 R	23.80	1.90 R	22.00	1.72 R
155	35.00	2.80 R	-	- R	24.00	1.92 R
160	35.00	2.80 R	25.20	2.02 R	25.00	2.00 R
170	36.00	2.88 R	26.80	2.14 R	26.00	2.08R
180	39.00	3.12 R	28.40	2.27 R	27.00	2.16 R
190	39.00	3.12 R	29.90	2.40 R	29.00	2.32 R
200	39.00	3.12 R	31.50	2.52 R	31.00	2.48 R
210	41.00	3.28 R	33.10	2.65 R	32.00	2.56 R
220	42.00	3.36 R	34.70	2.78 R	33.00	2.64 R
240	44.00	3.52 R	37.80	3.02 R	35.00	2.80 R
250	45.00	3.60 R	39.40	3.15 R	36.00	2.88 R
260	47.00	3.76 R	41.00	3.28 R	-	- R
270	47.00	3.76 R	42.50	3.40 R	-	= R
280	47.00	3.76 R	44.10	3.53 R	-	= R
290	48.00	3.84 R	45.70	3.66 R	-	= R
300	48.00	3.84 R	47.30	3.78 R	-	= R

NOTE: R Means Red Figures

		Record Page
EXHIBIT 467 -	Graph of competitive rail and truck freight rates presented by the Witness A. H. Miller and showing in graph form information contained in the Statement, Exhibit 466, See page 10,926 of the Record	10,926



VOLUME 3

THE BRITISH AMERICAN OIL COMPANY LIMITED

BRIEF ON ALBERTA OPERATIONS

Presented by: A. H. Miller.

MARKETING COSTS

In presenting our marketing costs for the Province of Alberta, we do not believe it is reasonable that these costs, together with our operations, be judged on the basis of any one year, which applies more particularly to the year 1938 which, due to the greater potential and volume we were able to secure, was the best year the industry had experienced in the Province of Alberta for some time and the best year in the history of our Company.

We have illustrated to you the wide variable fluctuations this industry has to contend with in the Province of Alberta and the Prairie Provinces as a whole, which definitely govern from year to year our operations and costs and in order to define more clearly what we mean by these conditions, we thought the following might be of assistance in determining this proposal.

In the first place, this industry is closely related and definitely tied in with the main industry of our Prairie Provinces, being agriculture. We have pointed out the wide variations that have and do exist in that particular industry, not only in the production over the past ten years but the wide variation of prices received for its production. This has necessitated and received the closest consideration possible from the oil industry in Canada, inasmuch as, first, a continuous service is essential and has been provided throughout all areas, both profitable and unprofitable. A special effort has been made to provide Petroleum Products in line with the many variating changes in mechanization and climatic conditions that have confronted us over the years.

Exhibit 468 cont'd.

It has always been our desire and objective to supply the consumers in Canada with their requirements in the most economical manner at the lowest prices possible and this applied more particularly during the years when agriculture was faced with tremendous difficulties in this Western area.

Without any hesitation, we claim that whilst this industry has provided, after considerable investment, ample storage facilities, free delivery service, drums without cost to farmers, Petroleum Products would have cost the producer considerably more than has been the case in substantial losses if such facilities and service had not been provided. To explain this more fully, we maintain that delay in meeting his requirements during the harvesting season would add to his cost of production, would create losses for him , losses for the Province and the country as a whole, in large amounts, as previously pointed out to this Commission.

In addition, during difficult times, before some of the Governments decided to assist in providing petroleum requirements in some relief credit form or other, this industry made its contribution. As an illustrated example, in the year 1929, due to the position of the farmer, in order for crops to be sown and subsequent harvesting, considerable credit was essential for both purposes. This apparently was not available from the Banks, Governments or Municipalities, leaving the entire responsibility in the hands of the industry, which the industry readily assumed as part of its obligations to the country as a whole. During the year 1929, we would estimate that between Twelve to Fourteen Million Dollars in credit was carried by the industry, which estimate we base on the amount our Company extended, which was approximately Four Million Dollars.

At the end of 1930, we had outstanding of this amount $1,800,000.00 and due to the period of drought, low prices for grain and depressed conditions, very little, if any, of this amount has been collected since. The Industry has continued to assist the Governments in the further maintaining and imporving agriculture developments during the depressed periods, by financial assistance.

We would like to point out that without the present wide distribution and the utilization of the most economic forms of transportation, full economies could not have been made. The former method of transportation and the distribution of products in small packages, as in drums and L.C.L. shipments, would have maintained higher costs of marketing, through the provision of ample capacity in our outlets and wider distribution resulting in economies which the consumer has received the benefit in lower prices.

In Volume 2 of our Brief, we have illustrated many reasons responsible for the wide variation in marketing costs from year to year and whilst you are not directly interested in the Province of Saskatchewan or Manitoba, we wish to submit four Graphs, which show clearly the relationship of marketing expense or cost per gallon and the fluctuating sales in these areas. We particularly want to point out the wide variation between the Province of Saskatchewan and the Province of Manitoba. In Saskatchewan particularly during the drought period from 1930 to 1935, the Graph clearly illustrates how our cost per gallon in cents, rose out of all proportion to normal periods. In Manitoba, however, due to the more diversified agriculture operations and consequently the producer being able to rely on revenue from the many forms of agriculture production, there is naturally greater

Exhibit 468 cont'd

Stability and consequently a more normal trend in both production sales and costs accordingly.

Although we do not contend that Saskatchewan conditions have obtained to the same extent in Alberta, the wide variation in markets are, however, evident and possible as fully illustrated by the Graphs. Alberta distribution of costs has benefited by the volume of business in all Provinces, through the sharing of overheads, although each has borne its direct cost of distribution which is by far the larger item of our marketing costs. It is emphasized that business is dependent on prosperity and depression, which in view of the character of the major industry in the West, fluctuates very widely. In an equitable consideration of costs it is necessary that a reasonable period should be used and not one year, in which the detailed marketing costs submitted happens to be the best in the history of the Company. It has most effectively demonstrated that future years will be different and no forecast of ours can foresee to what extent the change resulting will be - down, or up; possibly down. For this very good reason, a period of, say, ten years is not unreasonable as a basis of determination as to whether our marketing costs have been equitable, economic, and our operations efficient.

Although the year 1938, for which we are about to present our marketing costs, was the largest in volume in the history of the Company, therefore the unit marketing costs show a reduction per gallon over the previous year. It demonstrates that the Company has operated upon a very economic scale. During the year reductions in the price structure have been made in line with the economic factors surrounding free competition and the Company has maintained its usual high standard of service in the interest of more efficient operation and performance of its customers' equipment.

A new Refinery has been constructed to maintain the high standard of the product we marketed, in line with the general policy

Exhibit 468 Cont'd

of the Company. This improved product will continue our service in making available, better and more economic fuel for our customers' equipment. As mentioned, taxation, and particularly indirect taxation has increased- we refer in particular to the gasolene tax paid by the consumer which is now ranging from 6¢ → 7¢ - 8¢ and 10¢ per gallon in various Provinces in Canada. This gasolene tax increase has kept abreast with gasolene price decreases and in some cases has more than offset the reductions made in prices across Canada, thereby increasing the price to the consumer. As an illustration of this - in the Maritimes on March 15,1938, under price control regulations, the Industry was forced to reduce its price two cents per gallon and immediately co-inciding with this, the gas tax was increased from 8¢ to 10¢ per gallon, which tax would be greater than the cost per gallon of imported gasolene at the Canadian terminals - Halifax or St. John.

The imposition of taxation which offsets the reductions due to economics in the industry to a large extent nullifies the effect on increased consumption by reduced prices, unless compensating benefits are received by motorists in improved highways and other facilities. (See Graphs). We believe that sound business encourages consumption by lower prices and naturally volume means lower costs. We feel that free competition ultimately eliminates unprofitable operation when protected by fair practice.

(See Graphs)

As an illustration of the preceding two paragraphs we attach two Graphs Graph No. 1 shows the trend in Service Station price of gasolene in twelve representative Canadian cities with and without the inclusion of the Provincial gasolene tax and the trend in the gasolene tax imposed by the Provinces.

Graph No. 2 illustrates the tank truck price of gasolene in Calgary over the period 1925 to 1939 with and without the Provincial tax and the trend in the Alberta Provincial Gasolene Tax over the same period.

PROVINCE OF ALBERTA

SCHEDULE OF FILLING STATIONS INVESTMENT

AS AT 31st DECEMBER, 1938.

		BUILDINGS							
	Total	Land	Own Land	Leased Land	Fully Dep.	Misc. Constr.	Pumps and Tanks	Equipment	Misc. Equipment
Banff Highway S. S.	9,035.70			1,711.60	3,380.89	495.70	679.41	2,222.92	545.18
Calgary									
#1 - Grand S. S.	60,452.34	17,500.00	37,554.80			849.48	2,587.16	1.148.79	812.11
#2 - Bow Valley	31,501.96	14,760.00	11,936.27				1,388.78	2,117.82	1,299.09
#3 - Avenue S. S.	25,407.04	11,500.00	7,814.66			1,121.57	2.243.84	1,813.22	913.75
#4 - Mission S. S.	15,247.76	3,000.00	7,189.53			654.35	1,391.82	2,180.63	831.43
#5 - Marble Arch	23,914.06	7.750.00	11,542.54				1,388.78	2,183.72	1,049.02
#6 - Mt. Royal	11,421,16				6,496.84	381.70	1.843.59	2,089.83	609.20
#7 - Scarboro	13,219.52	1.860.00	6,699.57			932.15	1 ,328.72	1,470.56	928.52
#8 - Sunalta	12,016.00	1,855.45	6,912.24			605.74	1,276.65	1,105.28	260.64
#9 - Hillhurst	24,825.50	8,820.40	9,410.24			1,014.15	3,059.50	2,056.49	464.72
#10 - Chinook	9,909.73	650.00	5,257.32			980.77	1,256.44	1,525.97	239.23
#11 - Airport	8,195.22	550.00	3,989.25			947.16	1,150.77	1,240.58	317.46
#12 - Island	21,500.93	4,900.00	10,500.93			609.20	1,621.28	2,909.30	960.22
#13 - Hudson's Bay	6,052.74			3,391.70		200.55	1,341.32	961.67	157.50
Drumheller									
Central S. S.	8,958.22			5,011.17		975.99	1,022.26	831.54	1,117.26
McLeod	6,792.70	840.00	3,512.18			137.20	864.85	1,039.80	308.67
Medicine Hat									
Park Garage	8,366.33	1,000.00	6,738.06				595.89		32.38
S. S. Site	1.725.00	1.725.00							
Taber									
Vulcan	39.65					39.65			
Sign Account	3,353.03								3,353.03
TOTAL - CALGARY DIVISION	301,934.59	76,710.85	129,057.59	10,114.47	9.877.73	9,945.36	25,041.06	26,898.12	14,289.41

Toronto: 12th Mat, 1939.

Exhibit 468

PROVINCE OF ALBERTA

SCHEDULE OF FILLING STATION INVESTMENTS

AS AT 31st DECEMBER, 1938

EDMONTON DIVISION

			BUILDINGS						
Edmonton	Total	Land	Own Land	Leased Land	Fully Dep.	Misc. Constn.	Pumps and Tanks	Equipment	Misc. Equipment
Edmonton Sign Account	2,861.34								2,861.34
# 1 - Jasper	9,931.21				6,823.04	141.00	1,506.39	779.09	681.69
# 2 - Standard	10,445.51			1,905.72	4,708.17	684.57	1,439.78	1,573.07	104.20
# 3 - Grierson	10,707.42				5,728.83	1,198.16	1,457.45	1,716.05	606.93
# 4 - Namoya	17,938.70	7,200.00	6,115.77			1,189.08	1,518.18	1,341.80	573.87
# 5 - Montrose	15,662.30	4,575.46	6,466.73			1,052.61	1,711.60	1,410.24	445.66
# 6 - Medico	12,123.04			8,623.10		820.05	1,202.46	1,012.76	584.67
# 7 - Norwood Blvd.	17,321.83	3,305.00	9,372.58			1,166.95	1,318.78	1,515.99	642.53
# 8 - Westminster	20,167.20	3,500.00	11,734.54			762.50	1,318.78	2,091.53	759.85
# 9 - Glenview	19,701.48	6,000.00	7,683.14			1,588.51	1,246.20	2,263.23	920.40
#10 - Strathcona	26,895.[illegible]	11,150.00	11,068.92			542.12	1,318.78	2,223.09	593.06
#11 - Parkdale	3,545.33	600.00	2,009.63				490.21	352.18	33.31
#12 - Capital Hill	3,577.39	700.00	1,828.35				331.51	717.53	
#13 - C.N. S.S.	90.12							51.12	39.00
#14 - Driveway	1,667.90	585.00	555.00				235.25	228.77	63.88
Jaspor National Park	250.00	250.00							
TOTAL - EDMONTON DIVISION	172,886.74	37,865.46	56,894.66	10,528.82	17,260.04	9,145.55	15,205.37	17,276.45	8,710.39

GRAND TOTAL

FILLING STATION INVESTMENTS IN THE PROVINCE OF ALBERTA:	474,821.33	114,576.31	185,952.25	20,643.29	27,137.77	19,090.91	40,246.43	44,174.57	22,999.80

TORONTO: 12th May, 1939

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES APPLICABLE TO THE MARKETING DEPARTMENT - PROVINCE OF ALBERTA - YEAR 1938.

Advertising	24,932.19
General Engineering Expense, Toronto	4,645.16
Traffic Department, Toronto Expense	4,656.20
Purchasing Department, Toronto, Expense	2,406.34
Legal Expense	1,753.79
Executive, Sales and Accounting Departments, Toronto	9,005.93
Bank and Debenture Interest	12,187.32
	59,586.93
Dominion and Provincial Income Tax	89,659.85
Total	$ 149,246.78

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF ADVERTISING EXPENSE

PROVINCE OF ALBERTA, YEAR - 1938.

Radio	$18,449.85
Newspapers	274.25
Road Maps	2,991.86
Printed Matter	261.78
Key Charms, Reflectors, Crests, etc.	211.92
Charts & Oil Stands	1,495.93
Signs, Lighting, Maintenance, etc.	747.96
Miscellaneous	498.64
	$24,932.19

THE BRITISH AMERICAN OIL COMPANY, LIMITED

MARKETING COSTS -- PROVINCE OF ALBERTA

YEAR - 1938.

Management and General Expense	$53,600.67
Provincial Offices Expenses	94,492.50
Sales Expense	53,618.46
Branch and Agency Expense, including Commissions paid to Agents	341,920.15
Maintenance of Dealers' Pump Equipment	13,387.67
Filling Station Expense	14,483.06
Depreciation on General Marketing Plant, Branches and Agencies, Service Stations, Truck Tanks, Tank Cars, Drums and Barrels and Miscellaneous Equipment.	68,885.78
Less Sundry Credits	29,579.92(R)
Total Marketing Expenses	$610,808.37

TORONTO: June 22nd, 1939.

(R) means red figures.

THE BRITISH AMERICAN OIL COMPANY LIMITED

SCHEDULE OF MARKETING EXPENSES IN THE PROVINCE OF ALBERTA

FOR THE YEAR ENDING 31st DECEMBER, 1938.

MANAGEMENT & GENERAL EXPENSE		
Exchange	$ 3,858.98	
Legal Expense	666.88	
Divisional Managers Salaries	21,165.45	
Divisional Managers Expenses	11,629.46	
Western Sales Office Expense	3,191.97	
Bad Debts	1,789.40	
Corporation Tax	3,750.00	
Moving Expenses	626.86	
Drum Expense	6,921.97	53,600.67
DIVISIONAL OFFICE EXPENSE		
General Sales Expense	934.31	
Postage	4,270.90	
Salaries	51,005.73	
Rent	2,044.56	
Mercantile Reports	2,131.26	
Machine Upkeep	611.89	
Stationery	5,067.91	
Taxes	5,408.04	
Sundry	3,572.21	
Auto Expense	4,092.57	
Office Expense (Heat, Light, Phone, Telegrams, Etc.)	10,044.41	
Insurance	662.13	
Travelling Expense	4,646.58	94,492.50
SALES EXPENSE		
Salaries	21,689.24	
Travelling Expense	9,356.08	
Auto Expense	12,347.93	
Sundry	74.32	
Advertising	256.98	
Moving Expenses	280.08	
Asphalt Expense	2,177.47	
Sales Promotion	6,374.03	
Service Patrol Inspection	1,062.33	$53,618.46
CARRIED FORWARD		$201,711.63

Exhibit 468

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF MARKETING EXPENSES IN THE PROVINCE OF ALBERTA

FOR THE YEAR ENDING 31st DECEMBER, 1938

BROUGHT FORWARD -		$ 201,711.63
BRANCH EXPENSE		
Warehouse Wages	12,559.17	
Warehouse Expense	2,864.63	
Plant Repairs	4,887.86	
Sundry	.24	
Rent	3,345.03	
Taxes	16,799.68	
Heat, Light & Power	1,416.91	
Delivery Expense	19,094.01	
Legal Expense	1,273.06	
Insurance	4,980.60	
Agency Shortages	142.02 (R)	
Telephones	1.80	
Returned Drum Freight	4,292.65	
Truck Revenue	1,073.65 (R)	
Commissions	264,056.41	
Shipping Costs	7,563.77	341.920.15
CONTRACT PUMP MAINTENANCE		
Painting	2,367.73	
Globes	2,051.62	
Repairs equipment	3,272.07	
Signs	423.99	
Depreciation	5,017.18	
Sundry	255.08	13,387.67
FILLING STATION EXPENSE		
Expense	38,714.97	
Less: Revenue	23.231.91	14,483.06
DEPRECIATION		
General Plant at Branches & Agencies	41,605.91	
Service Stations	14,712.37	
Truck Tanks	1 432.43	
Tank Cars (Proportion)	3,437.02	
Drums & Barrels	7,678.05	68,885.78
		640,388.29
Credits		
Interest Revenue, Mortgage Insterest, Gas Tax Commission, and Miscellaneous Revenue		29,579.92
		$610,808.37

TORONTO: 17th May, 1939

(R) Means Red Figures

THE BRITISH AMERICAN OIL CO. LTD.

MARKETING COSTS

YEAR - 1938

	Total Marketing Expense	Cost per Gallon
Delivery Expense	20,546.44	.13
Bbls. and Drums	14,600.02	.10
Salaried Bulk Stations	45,571.82	.28
Commission Stations	339,962.54	2.14
Management	35,986.88	.23
Salesmen	47,614.31	.30
Service Stations	29,195.43	.18
Office Staff & Expense	66,256.93	.42
Other Expense	70,660.93	.45
	670,395.30	4.23

Exhibit 468

THE BRITISH AMERICAN OIL CO. LTD.

SUMMARY

MARKETING COST - ALBERTA - YEAR, 1938

	Cost per gallon on basis of gallons serviced by each specific feature or on total gallonage handled where specific features not applicable
Delivery Expense	.53 X
Drums & Barrels	.09
Salaried Bulk Stations	2.11 X
Commission Stations	2.81 X
Management	.23
Salesmen	.30
Service Stations	2.13 X
Office Staff & Expense	.42
Other Expense	.27

X Items thus identified are figured on Basis of actual gallonage featured.

Exhibit 468

THE BRITISH AMERICAN OIL COMPANY, LIMITED
MARKETING COSTS - YEAR 1938.

	DAILY EXPENSE	BARRELS & DRUMS	SALARIED BULK STATIONS	COMMISSION STATIONS	MANAGEMENT	SALESMEN	SERVICE STATIONS	OFFICE STAFF & EXPENSE	OTHER EXPENSE	TOTAL
Salaries and Wages	6873.84		19049.29		24357.42	21689.24		51005.73		122975.52
Commissions				264056.41						264056.41
Donations									962.70	962.70
Exchange									3858.98	3858.98
Fuel, Water, Power, Light			3254.48							3254.48
Legal Expense								918.78		918.78
Moving Expense									3693.43	3693.43
Employees						280.08				280.08
Paint & Repairs	3245.98	6921.97	1613.57	3274.29			14641.81		6063.79	35761.41
Postage and Excise			42.70	4185.50				42.70		4270.90
Products used in Operations	3055.04									3055.04
Rents Paid				3345.03			10618.80	2044.56		16008.39
Stationery									5067.91	5067.91
Sundry				4292.65				5703.47	1189.39	11185.51
Supplies			696.25	2168.38				1634.69	2051.62	6550.94
Telephones & Telegrams			2022.43					4244.87		6267.30

Exhibit 468

	DELIVERY EXPENSE	BARRELS % DRUMS	SALARIED BULK STATIONS	COMMISSION STATIONS	MANAGEMENT	SALESMEN	SERVICE STATIONS	OFFICE STAFF & EXPENSE	OTHER EXPENSE	TOTAL
Tires	381.88									381.88
Travelling			87.39	8,651.76	11,629.46	25,644.99				46,013.60
Rentals rec'd from Serv.Stns.							23,231.91(R)			23,231.91(R)
Depreciation	4,125.60	7,678.05	11,753.67	29,852.24			14,712.37		8,454.20	76,576.13
Insurance	1,145.64		1,644.00	3,336.60				662.13	1,247.77	8,036.14
Licenses	1,718.46									1,718.46
Taxes			5,408.04	16,799.68			12,454.36		3,750.00	38,412.08
Advertising									31,563.20	31,563.20
Group Life Ins.									1,537.33	1,537.33
General Administration									24,780.60	24,780.60
Misc. Losses Bad Debts & Agency Shortages									6,019.93	6,019.93
Income Gas Tax Comm., Interest, etc.									29,579.92(R)	29,579.92(R)
	20,546.44	14,600.02	45,571.82	339,962.54	35,986.88	47,614.31	29,195.43	66,256.93	70,660.93	670.395.30
Cost per Gal.	.13¢	.10¢	.28¢	2.14¢	.23¢	.30¢	18¢	.42¢	.45¢	4.23¢

(R) Means Red Figures

STATEMENT OF MARKETING EXPENSES IN THE PROVINCE OF ALBERTA
(INCLUDING DEPRECIATION)

TEN YEARS 1938-1937

Year	Consumption in Gallons - (000's omitted) Total Tax	%	Gallonage Refunded	%	Car Regis.	%	Amount of Marketing Expense Total	%	Excl. B/Debt and Drum W/O	%	Sales All Products T/W Gals.	%	Cost cents per Gal.	%
1928	40,898	100	(C) (11,000)	100	88,398	100	431,938.21	100	401,593.11	100	8,060,808	100	5.36	100
1929	50,208	123	(d) 6,597	60	98,720	112	586,578.70	136	551,688.45	137	10,166.520	126	5.77	108
1930	51,676	126	12,525	114	101,119	114	632,145.77	146	566,153.11	141	10,201,950	127	6.20	116
1931	43,478	106	10,071	92	94,727	107	604,746.84	140	521,610.33	130	9,835,481	122	6.15	115
1932	41,300	101	9.171	83	86,878	98	615,715.46	143	515,958.60	128	9,077,570	113	6.78	126
1933	40,324	99	9,370	85	86,110	97	523,279.69	121	497,599.08	124	8.245,488	102	6.35	118
1934	45,194	111	11,050	100	89,369	101	521,714.45	121	475,744.65	118	9,556,906	119	5.46	102
1935	47,443	116	12,183	110	93,870	106	521,678.54	121	494,627.58	123	10,358,842	129	5.04	94
1936(A)	54,388	133	(E) 14,370	131	97,468	110	557,946.88	129	521,135.04	130	11,294,428	140	4.94	92
1937(B)	65,736	161	(F) 19,474	177	100,434	114	583,244.48	135	537,207.84	134	13,219,013	164	4.41	82
Total 10 Yrs.	480,645				937,093		5,578,989.02		5,083,317.79		100,017,006			
Average 10 yrs.	48,064				93,709		557,898.90		508,331.78		10,001,701		5.58	
Average 1st 5 yrs.	45,512				93,968		574,224.99		511,400.72		9,468,466		6.06	
Average 2nd 5 yrs.	50,617				93,450		541,572.81		505,262.84		10,554,936		5.14	

NOTE: (A) Taxable Sales reported by the Government have been adjusted by deducting 6,000,000 gallons to cover Heavy Fuel Oil and Kerosene taxable since May 1st, 1936.

(B) Taxable Sales have been adjusted by deducting 9,430,000 gallons consisting largely of Heavy Fuel Oil and Kerosene.

(C) An arbitrary figure of 11,000,000 was chosen as basis since there were no refunds in 1928.

(D) Refunds commenced June 1st, 1929, hence this figure is for 7/12ths of one year.

(E) This total is adjusted to fit in with adjustment made under "A"

(F) This total is adjusted to fit in with adjustment made under "B"

June 5, 1939.

Exhibit 468

STATEMENT OF MARKETING EXPENSES IN THE PROVINCE OF ALBERTA
(INCLUDING DEPRECIATION)

YEAR 1938 - and 11 YEARS 1928 - 1938 Incl.

	Consumption in Gallons - (000's omitted)						AMOUNT OF MARKETING EXPENSE				SALES		Cost	
Year	Total Tax. Products	%	Gallonage Refunded	%	Car Regis.	%	Total	%	Excl. B/Debt and Drum W/O	%	All Products T/W Gals.	%	Cents per Gal.	
1938	75,725	180	5,265	12½	105,709	120	$ 670,305.30	155	$ 640,006.01	150	15,051,078	107	4.23	76
TOTAL 11 Years	554,370				1,042,892		6,249,384.32		5,723,323.80		115,868,064			
AVERAGE 11 Yrs	50,397				94,806		568,125.85		520,302.16		10,535,462		5.39	
Average 1st 5 Yrs.	45,512				93,968		574,224.99		511,400.72		9,460 466		6.07	
Average 2nd 6 Yrs.	54,466				95,508		563,043.22		527,720.02		11,420,950		4.90	

May 30, 1939.

EXHIBIT 469

Record Page

Book of Graphs presented by the Witness Miller for the British American Oil Company as follows:

1. Saskatchewan showing in graph form:
   (a) Provincial - Consumption Taxable products.
   (b) Provincial - Consumption Taxable Products Refunded
   (c) Provincial - Car Registration
   (d) Br. American - Amount of Marketing Expense
   (e) Br. American - Amount of Marketing Expense Loss B/D and Drums W/O
   (f) Br. American - Sales all Products - T.W. Gallons
   (g) Br. American - Cost per Gallon (cents)
   (h) Provincial - Tractors.

2. Saskatoon Division showing in graph form:
   (A) Br. American - Amount of Marketing Expense
   (B) Br. American - Amount of Marketing Expense Less B/D and Drums W/O
   (C) Br. American - Sales all Products - T.W. Gallons
   (D) Br. American - Cost per Gallon (cents)

3. Regina Division showing in graph form:
   (a) Br. American - Amount of Marketing Expense
   (b) Br. American - Amount of Marketing Expense less B/D and DrumsW/O
   (c) Br. American - Sales all Products T.W. Gallons
   (d) Br. American - Cost per Gallon (cents)

4. Manitoba showing in graph form:
   (a) Provincial - Consumption Taxable Products
   (b) Provincial - Consumption Taxable Products Refunded
   (c) Provincial - Car Registration
   (d) Br. American - Amount of Marketing Expense
   (e) Br. American - Amount of Marketing Expense loss Drums W/O and B/D
   (f) Br. American - Sales all Products - T.W. Gallons
   (g) Cost per Gallon (cents)
   (h) Provincial - Tractors

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EXHIBIT 470

The Agents of the Minister, or in other words, Oil Companies appointed by the Government to collect Fuel Oil Tax are reimbursed on the basis of 2½% of the value of the tax collected, which on the basis of 7¢ per gallon works out at ,00175 or ,175¢ per gallon and which expressed in our marketing costs would be .00093 or.093¢ per gallon.

Provision is also made for refund to the Oil Company of Gasoline Tax included in amounts written off to bad debts.

EXHIBIT 470 continued

After the account has been two years without any debit or credit entries having been made the procedure followed is to ascertain what proportion of fuel oil is included in the amount written off, the refund being based on the number of gallons so included, less the commission previously paid.

The amount received from the Alberta Government during the year 1938 by way of commission on Gasoline Tax collected is approximately $22,000.00

Exhibit 472

THE BRITISH AMERICAN OIL CO. LIMITED

STATEMENT OF FARM CREDIT OUTSTANDINGS

PROVINCE	Outstanding Dec. 31, 1929	Outstanding Sept., 1930	Outstanding Dec., 1930	Outstanding This date, applicable to 1929-1930 Business
Manitoba	$ 56,000.00	$ 556,000.00	$ 323,000.00	$ 91,000.00
Saskatchewan	251,000.00	2,263,000.00	1,780,000.00	1,125,000.00
Alberta	104,000.00	518,000.00	360,000.00	130,000.00
TOTAL	$ 411,000.00	$3,337,000.00	$2,463,000.00	$ 1,346,000.00

Sales to Farmers guaranteed by the Saskatchewan Government.

Years 1932 to 1938 inclusive - $1,617,000.00, of which there is outstanding - $ 89,000.00 represented by Treasury Notes and 106,000.00 on open account

$ 195,000.00

CALGARY: July 12th, 1939.

Exhibit 472

STATEMENT OF MARKETING EXPENSES - MANITOBA, SASKATCHEWAN & ALBERTA
(INCLUDING DEPRECIATION)

Ten Years - 1928 - 1937

Year	Consumption in Gallons 000's Omitted: Total Tax. Products	%	Gallonage Refunded	%	Car Regis.	%	Amount of Marketing Expense: Total	%	Exclu.B/Debt. and Drum W/O	%	Sales: All Products T.W. Gallons	%	Cost: Cents per Gal.	%
1928	127,570	100	(C) 57,009	100	278,774	100	$1,732,718.79	100	$1,573,890.65	100	35,473,673	100	4.88	100
1929	159,907	125	(D) 55,749	98	304,187	109	2,186,440.76	126	2,069,822.94	132	40,486,824	114	5.40	111
1930	164,659	129	60,203	106	306,887	110	2,598,246.04	150	2,256,195.91	143	41,901,293	118	6.20	127
1931	123,948	97	43,493	76	277,461	99	2,069,060.00	114	1,688,038.06	107	34,481,556	97	6.01	123
1932	101,121	79	23,305	41	248,721	89	2,252,288.85	130	1,651,501.46	105	27,885,798	78	8.08	166
1933	96,052	75	19,591	34	239,297	86	1,761,719.37	102	1,574,051.85	100	25,300,488	71	6.96	143
1934	108,710	85	23,665	42	250,902	90	1,760,163.61	102	1,518,293.66	96	29,015,941	82	6.07	124
1935	114,158	90	27,330	48	258,957	93	1,576,912.33	91	1,483,880.71	90	29,321,262	83	5.38	110
1936	(A)129,983	119	(E) 31,385	55	274,234	98	1,744,254.17	101	1,559,483.36	99	32,115,321	91	5.43	111
1937	(B)145,694	114	(F) 36,239	64	285,463	102	1,763,585.15	102	1,567,914.00	99	34,487,759	97	5.11	105
Total 10 Yrs.	1,271,802		377,969		2,724,883		19,445,389.07		16,943,072.60		330,469,915		5.88	
Average 10 yrs.	127,180		37,797		272,488		1,944,538.91		1,694,307.26		33,046,992		5.88	
Average 1st 5 Yrs.	135,441		47,952		283,206		2,167,750.89		1,847,889.80		36,045,829		6.01	
Average 2nd 5 Yrs.	118,919		27,642		261,771		1,721,326.93		1,540,724.72		30,048,154		5.75	

NOTE: (A) Taxable Sales reported by the Government have been adjusted by deducting 6,000,000 gallons to cover Heavy Fuel Oil and Kerosene taxable since May 1st, 1936

(B) Taxable Sales have been adjusted by deducting 9,430,000 gallons consisting largely of Heavy Fuel Oil and Kerosene.

(C) This figure includes an arbitrary figure of 11,000,000 gallons, as there were no refunds in 1928 in Province of Alberta.

(D) Alberta portion of the figure is for 7/12th of year, as refunds did not commence until June 1,1929.

(E) and (F). These totals are adjusted to fit in with adjustments made under A. and B. respectively.

		Record Page
EXHIBIT 473 -	Graph showing bushels per acre and precipitation per inch, Alberta wheat yield, Alberta precipitation and the five year running average of the Alberta wheat yield from the years 1916-17 to the years 1937-38	11,180
EXHIBIT 474 -	Graphs showing long time average annual precipitation and "Drought", years in the Prairie Provinces; records from 187 points varying from 61 to 6 years - information obtained from meteorological service of Canada, compiled by Research Department, Searle Grain Company, Limited. Percentage of "Drought" Years in the Prairie Provinces: Long Time Average Annual Precipitation See Page 11,182 of the Report	11,182
EXHIBIT 475 -	Volume 4 of the Submission of the British American Oil Company, Limited, presented by Mr. H.H. Bronsdon and extended in full in the Report, with explanations; see page 11,320 of the Report	11,314

EXHIBIT 476 continued (i)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SUMMARY OF STOCK ADJUSTMENTS

YEAR ENDED 31st DECEMBER, 1938

	Inventory Jan. 1/38	Inventory Dec. 31/38	Transfers of Commodities At Cost	Net Inventory Change Increase or Decrease
Coutts Refinery	82,629.37	84,109.29	65,336.92	66,816.84
Calgary Refinery	120,823.73	271,967.26		151,143.53
Bell Refinery		11,097.26	28,524.86	39,622.46
Finished Products at Agencies & Branches	496,661.38	393,984.37		102,677.01R
	$700,114.48	$761,158.52	$93,861.78	$154,905.82

NOTE: (R) indicates figures in RED

TORONTO: 9th June, 1939

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Exhibit 476 E

THE BRITISH AMERICAN OIL COMPANY, LIMITED

CALGARY REFINERY OPERATING COST vs. LOAD

Load: Per Cent of Total Capacity

	10%	20%	25%	30%	40%	50%	60%	70%	75%	80%	80. 1939 Es
Crude Run, Bbls. per Calendar Day	349	698	873	1,047	1,397	1,746	2,095	2,4444	2,619	2,794	2,
Crude Run, per year (Barrels)	127,400	254,900	318,600	382,300	509,800	637,200	764,600	892,100	955,800	1,019,600	1,024,
OPERATING COSTS											
Operating Labor (Fixed)	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,58
Repairs, Labor (Varies as if 1/2 capacity) (required 75% as much labor)	4,781.00	9,563.00	11,953.00	14,344.00	19,125.00	23,906.00	28,688.00	34,168.00	35,859.00	38,250.00	43,60
Office and Management (Fixed)	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,94
Compensation ($3.00 per $100.00 of Payroll)	3,549.00	3,693.00	3,764.00	3,835.00	3,979.00	4,123.00	4,266.00	4,431.00	4,481.00	4,553.00	4,71
Operating Material (Varies as thruput)	4,112.00	8,224.00	10,279.00	12,336.00	16,448.00	20,558.00	24,670.00	28,781.00	30,837.00	32,893.00	32,97
Repair Material " " "	5,157.00	10,314.00	12,893.00	15,471.00	20,628.00	25,785.00	30,942.00	36,099.00	38,678.00	41,256.00	41,35
Chemicals " " "	5,347.00	10,694.00	13,368.00	16,041.00	21,388.00	26,735.00	32,081.00	37,428.00	40,036.00	42,775.00	42,88
Refinery fuel (Varies as shown)	38,754.00	49,304.00	54,579.00	59,854.00	70,404.00	80,954.00	91,534.00	102,054.00	107,404.00	112,624.00	112,81
Electric, Water and Taxes	21,000.00	21,600.00	21,800.00	22,000.00	22,400.00	22,850.00	23,350.00	22,220.00	26,250.00	27,450.00	27,51
Insurance (Fixed)	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,40
Depreciation (Fixed)	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,00
General and Administrative (Varies as thruput)	5,612.00	11,224.00	14,030.00	16,826.00	22,448.00	28,060.00	33,672.00	39,284.00	42,090.00	44,896.00	45,00
Contingencies & Engineering Research	18,622.70	22,350.40	24,208.40	26,066.45	29,784.10	33,502.65	37,185.25	40,900.85	42,914.85	44,824.95	45,20
Total Operating Cost	$ 352,856.70	$ 398,888.40	$ 418,796.40	$ 432,705.45	$ 472,526.10	$ 512,395.65	$ 551,510.25	$ 591,287.85	$ 614,471.85	$ 635,443.95	$ 641,98
Operating Cost per Barrel Crude Run	$ 2.77	" 1.54	$ 1.29	$ 1.13	$ 0.92	$ 0.80	$ 0.72	$ 0.66	$ 0.64	$ 0.62	$

TORONTO, June 28th, 1939.

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Exhibit 476 E

THE BRITISH AMERICAN OIL COMPANY, LIMITED

CALGARY REFINERY OPERATING COST vs. LOAD

Load: Per Cent of Total Capacity	10%	20%	25%	30%	40%	50%	60%	70%	75%	80%	80.2% 1939 Estimate	90%	100%
	349	698	873	1,047	1,397	1,746	2,095	2,4444	2,619	2,794	2,805	3,143	3,492
	400	254,900	318,600	382,300	509,800	637,200	764,600	892,100	955,800	1,019,600	1,024,200	1,147,100	1,274,500
	00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00	80,582.00
	00	9,563.00	11,953.00	14,344.00	19,125.00	23,906.00	28,688.00	34,168.00	35,859.00	38,250.00	43,605.00	43,031.00	47,812.00
	00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00	32,940.00
	00	3,693.00	3,764.00	3,835.00	3,979.00	4,123.00	4,266.00	4,431.00	4,481.00	4,553.00	4,714.00	4,697.00	4,840.00
	00	8,224.00	10,279.00	12,336.00	16,448.00	20,558.00	24,670.00	28,781.00	30,837.00	32,893.00	32,975.00	37,004.00	41,116.00
	00	10,314.00	12,893.00	15,471.00	20,628.00	25,785.00	30,942.00	36,099.00	38,678.00	41,256.00	41,359.00	46,413.00	51,570.00
	00	10,694.00	13,368.00	16,041.00	21,388.00	26,735.00	32,081.00	37,428.00	40,036.00	42,775.00	42,881.00	48,122.00	53,469.00
	00	49,304.00	54,579.00	59,854.00	70,404.00	80,954.00	91,534.00	102,054.00	107,404.00	112,624.00	112,814.00	123,204.00	133,704.00
	00	21,600.00	21,800.00	22,000.00	22,400.00	22,850.00	23,550.00	22,220.00	26,250.00	27,450.00	27,512.00	30,150.00	31,900.00
	00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00
	00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00	127,000.00
	0	11,224.00	14,030.00	16,826.00	22,448.00	28,060.00	33,672.00	39,284.00	42,090.00	44,896.00	45,000.00	50,508.00	56,120.00
	0	22,350.40	24,208.40	26,066.45	29,784.10	33,502.65	37,185.25	40,900.85	42,914.85	44,824.95	45,202.10	48,659.05	52,440.15
	0	$ 392,888.40	$ 412,796.40	$ 432,705.45	$ 472,526.10	$ 512,395.65	$ 551,510.25	$ 591,287.85	$ 614,471.85	$ 635,443.95	$ 641,984.10	$ 677,710.05	$ 718,893.15
	7 "	1.54	$ 1.29	$ 1.13	$ 0.92	$ 0.80	$ 0.72	$ 0.66	$ 0.64	$ 0.62	$ 0.62	$ 0.59	$ 0.56

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THE BRITISH AMERICAN OIL COMPANY, LIMITED

Exhibit 476 H

SCHEDULE SHOWING DETAILS OF THE COST OF COMMODITIES MANUFACTURED IN THE PROVINCE OF ALBERTA

	Red Coulee Crude	Cut Bank Crude	Sunburst Crude	(Calgary) T/V Crude	T/V Crude Naphtha (Model#2 & 3)	T/V Naphtha	T/V Crude (Bell)	Total
Crude Oil Used in Manufacturing Processes								
Barrels	20,954.16	69,784.12	21,924.72	674,184	10,506	463	63,192	861,010
Well Cost per Barrel	.90	1.277	(x) 1.09	1.3185	1.3701	2.1400	1.2097	
West Cost	18,858.72	89,159.46	23,897.94	888,890.59	14,393.76	995.10	76,444.38	
Gathering		5,529.22						
Pipeage	2,619.25	5,529.21		101.743.38	1,575.90	69.73	13,245.74	
Excise	567.34	2,601.70	723.51					
U.S.A. Exchange		188.02						
Demurrage		4,634.26						
Write Off Against Reserve		1,894.23(R)						
Cost of Crude Oil Used	22,045.31	105,747.64	24,621.45	990,633.97	15,969.66	1,064.85	89,690.12	1,249,773.00
Adjustments of Stock between Opening and Closing Inventories - Year 1938								154,905.82(R)
Materials and Commodities Used								519,015.76
Refinery Costs and Expenses								601,520.31
Total Cost of Products Produced and Sold ex Alberta Refineries								$2,215,403.25

PRODUCTS:

	Produced & Sold	Applicable to Sales in Alberta
Gasolene	24,191,600 Gals.	18,660,703 Gals.
Refined Oil	827,214 "	630,036 "
Distillate	2,131,329 "	1,258,943 "
Fuel Oil & Bunker	3,342,634 "	2,878,309 "
	30,492,777 "	23,427,991 Gals.

(x) 1.09 - Price Delivered in Coutts.
(R) Means Red Figures

TORONTO: 12th June, 1939

EXHIBIT 476

(a) - Graph showing Total Crude oil Run in Bbls. and Cost per Barrel of Crude oil Run for Moose Jaw Refinery - Year 1935

(b) - Graph showing Total Crude oil Run in Bbls. and Cost per Barrel of Crude oil Run for Moose Jaw Refinery - Year 1936

(c) - Graph showing Total Crude Oil Run in Bbls. and Cost per Barrel of Crude oil Run for Moose Jaw Refinery - Year 1937

(d) - Graph showing Total Crude Oil Run in Bbls. and Cost per Barrel of Crude oil Run for Moose Jaw Refinery - Year 1938

Exhibit 476 J

THE BRITISH AMERICAN OIL COMPANY, LIMITED
MATERIALS & COMMODITIES USED IN ALBERTA REFINERIES

YEAR ENDED 31st DECEMBER, 1938

Absorption Gasolene	Barrels	Cost	
Purchases ex Imperial Oil	99,849	$ 237,740.47	
ex Turner Valley	110,757	152,962.87	
ex Glacier Production Co.	10,263	33,720.02	
Pipeage		14,428.61	
Freight on Absorption Gasolene to Bell		1,474.62	
	220,869	$ 440,326.59	
Less; Line & Processing Losses	5,638		
Shipments to Moose Jaw	5,069	12,114.91	
Total Absorption Gasolene	210,162		$ 428,211.68
Reduced Crude ex Bell Refining Co.	334		474.28
Sundry Products ex Marketing Dept.	154		541.64
Ethylizing - Coutts Refinery - Nevr-Nox			
Ethyl Fluid	2,013,525 c.c.	5,781.87	
Green Dye	21.02 lbs.	55.82	
Benzol	35 gals.	23.12	
Sundries		39.25	
Labor		30.85	
Chemicals Used			
Caustic Soda	9,725 lbs.	460.96	
Litharge	2,724 lbs.	245.78	
Sulphur	1,137 lbs.	59.64	
Ammonia	580 lbs.	161.28	6,858 .57
Ethylizing - Bell Refinery			
Ethyl Fluid and Dye		64.09	
Chemicals Used		468.00	
Treating Supplies		1,483.05	2,015.14
Ethylizing - Imperial Oil Calgary			
265,813 Bbls. Nevr-nox Gasolene		52,632.95	
79,334 " Ethyl "		28,281.50	80,914.45
			$ 519,015.76

TORONTO: 12th June, 1939

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF REFINERY COSTS — ALBERTA REFINERIES

YEAR ENDED 31st DECEMBER, 1938.

	Coutts Refinery	Bell Refinery	Imperial & Calgary	Total
Operating Labour	17,195.15	5,539.48		22,734.63
Operating Material	1,447.57			1,447.57
Fuel Burned	6,550.40	2,185.16	67,160.03	75,895.59
Electric Light & Power	1,638.20	980.87		2,619.07
Repair Labour	4,305.53			4,305.53
Repair Material	1,801.89	140.87		1,942.76
Fire Insurance	3,539.16	370.47		3,909.63
General Expense	829.27	137.58	735.05	1,701.90
Cracking Royalty	31.48			31.48
Workmen's Compensation	951.53	162.08		1,113.61
Water		160.47		160.47
Reconditioning Plant		3,012.90		3,012.90
Miscellaneous	46.15	27.63		73.78
Management & Supervision		938.08	5,118.41	6,056.49
Prior Period Admustments	6,282.05		200.70	6,482.75
Tank Car Loading		95.48		95.48
Rent		7,500.00		7,500.00
Stores Adjustments	796.14(R)			796.14(R)
Crude Oil Handling	2,230.78(R)			2,230.78(R)
Processing Account			353,392.53	353,392.53
Taxes	5,864.89			5,864.89
Depreciation	46,279.88			46,279.88
Total Running Cost	93,736.23	21,251.07	426,606.72	541,594.02
General & Administration	7,841.34	4,398.16	47,686.79	59,926.29
Total Refinery Cost	101,577.57	25,649.23	474.293.51	601,520.31
Barrels Processed - Crude & Naphtha	112,663 Bbls.	63,192 Bbls.	685,155 Bbls.	861,010 Bbls.
Absorption Gasolene	10,263 "	11,923 "	187,976 "	210,162 "
	122,926 "	75,115 "	873,131 "	1,071,172 "
Cost per Barrel	82.63	34.15	54.32	56.15

TORONTO: 12th June, 1939.
(R) Means Red Figures

Exhibit 476 L

THE BRITISH AMERICAN OIL COMPANY, LIMITED

COST OF COMMODITIES PRODUCED AND SOLD IN THE PROVINCE OF ALBERTA

YEAR 1938

	Quantity	Amount	
Production of Alberta Refineries			
Crude Oil	861,010 bbls.	1,249,773.00	
Other Materials		519,015.76	
Costs and Expenses		601,520.31	
Net Charges - Refinery Inventories		257,582.83(R)	
Cost of Products Manufactured and Shipped ex Refineries		2,112,726.24	
Net Changes of Inventories of finished products at Agencies and Branches		102,677.01	
Cost of Commodities Sold		2,215,403.25	
Applicable to the Province of Alberta			1,721,980 .
Cost of Commodities from other Companies and other divisions			327,319.00
Cost of Commodities Sold in the Province of Alberta			$ 2,049,299.05

TORONTO: 12th June, 1939.

(R) means red figures

Exhibit 476 M

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF COMMODITIES PURCHASED FROM OTHER COMPANIES & DIVISIONS

PROVINCE OF ALBERTA, 1938.

	Gallons	Value
Ex Moose Jaw Refinery		
Asphalt	865,329	$ 58,848.97
Ex Divisions		
Gasolene	81,035	12,132.16
Distillate	3,965	516.04
Ex Other Companies		
Gasolene	444,993	65,844.72
Distillate	5,352	932.94
Lubricating Oils	497,942	121,712.46
Miscellaneous Gallons	66,123	47,703.54
Pumps and Tanks		60,573.52
Adjustment for net changes of stocks of oils, greases, pumps and tanks, etc. for the year 1938.	19,406(R)	40,945.35(R)
	1,945,333	327,319.00

TORONTO: 12th June, 1939

(R(means red figures.

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Exhibit 476 N

THE BRITISH AMERICAN OIL COMPANY, LIMITED

COMMODITIES PRODUCED AND SOLD

IN THE PROVINCE OF ALBERTA

YEAR 1938

Imperial Gallons:

	Gasolene	Refined Oil	Distillate	Fuel Oil & Bunker "C"	Road Oil & Asphalt	Lubricating Oils	Misc. Products	Total Gallons
Refinery Inventory - January 1, 1938	644,630	827,470	1,607,340	1,553,860				4,633,300
Purchases - Light Distillate	3,290							3,290
Heavy Distillate			2,100					2,100
Reduced Crude				11,690				11,690
Production - ex 861,010 Bbls. Crude Oil								
" 210,162 " Absorption								
1,071,172								
Less Prod'n Loss	26,842 Bbls.							
Actual Production	1,044,330 Bbls. - 36,551,524 Gals.	24,769,955	2,690,555	2,896,495	6,194,519			36,551,524
Shipments to other refineries				2,719,430(R)				2,719,430(R)
Transfers	109,693		109,693(R)					
			6,685	6,685(R)				
Losses Storage	169,227(R)	5,702(R)	10,839(R)	2,193(R)				187,961(R)
	25,358,341	3,512,323	4,392,088	5,031,761				38,294,513
Less Inventory December 31, 1938	1,595,548	2,731,191	2,553,298	1,670,555				8,550,592
Products shipped (or burned) ex Alberta Refs.	23,762,793	781,132	1,838,790	3,361,206				29,743,921
Net change during year of Inventories of finished products at Branches & Agencies	428,807	46,082	292,539	18,572				748,856
Products sold in 1938 ex Alberta Refineries	24,191,600	827,214	2,131,329	3,342,634				30,492,777
Portion of above sold in Alberta	18,660,703	630,036	1,238,943	2,878,309				23,427,991
Commodities purchased from other Companies or from other Divisions	526,029		9,317		865,329	486,765	57,894	1,945,334
Sales in the Province of Alberta	19,186,731	630,036	1,248,260	2,878,309	865,329	486,765	57,894	25,373,324

TORONTO: 13th June, 1939

(R) Means Red Figure

Exhibit 476 0 (1)

THE BRITISH AMERICAN OIL CO. LIMITED
MARKETING DEPT. SALES
PROVINCE OF ALBERTA - YEAR - 1938

GASOLENE	QUANTITY	AMOUNT	PER GAL.
TANK WAGON	12,926,425 gals.	2,342,931.00	18.13
Deductions Freight		419,355.29	3.24
Sales Tax		97,781.68	.76
		517,136.97	4.00
Net Realization		1,825,794.03	14.13
TANK CAR or JOBBER	6 ,260,306 gals.	639,963.87	10.22
Deductions Freight		16,882.23	.27
Sales Tax		47,356.05	.76
		64,238.28	1.03
Net Realization		575,725.59	9.19
TOTAL GASOLENE	19,186,731 Gals.	2,982,894.87	15.55
Deductions Freight		436,237.52	2.27
Sales Tax		145,137.73	.76
		581,375.25	3.03
Net Realization		2,401,519.62	12.52
REFINED OIL			
TANK WAGON	482,385 Gals.	104,355.46	21.63
Deductions		20,056.68	4.16
Sales Tax		4,052.03	.84
		24,108.71	5 .00
Net Realization		80,246.75	16.63

(1)

Exhibit 476 O (2)

REFINED OIL	QUANTITY	AMOUNT	PER GAL.
TANK CAR or JOBBER	147,651 Gals.	18,743.30	12.69
Deductions Freight		593.38	.40
Sales Tax		1,240.27	.84
		1,833.65	1.24
Net Realization		16,909.65	11.45
TOTAL REFINED OIL	630,036 Gals.	123,098.76	19.54
Deductions Freight		20,650.06	3.28
Sales Tax		5,292.30	.84
		25,942.36	4.12
Net Realization		97,156.40	15.42
DISTILLATE			
TANK WAGON	822,588 Gals.	122,591.39	14.90
Deductions Freight		29,405.44	3.57
Sales Tax		5,264.56	.64
		34,670.00	4.21
Net Realization		87,921.39	10.69
TANK CAR or JOBBER	445,672 Gals	45,552.57	10.22
Deductions Freight		10.58	-
Sales Tax		2,852.30	.64
		2,862.88	.64
Net Realization		42,689.69	9.58

Exhibit 476 0 (3)

	QUANTITY	AMOUNT	PER GAL.
TOTAL DISTILLATE	1,268,260 Gals.	168,143.96	13.25
Deductions			
Freight		29,416.02	2.32
Sales Tax		8,116.86	.64
		37,532.88	2.96
Net Realization		130,611.08	10.29
FUEL OIL and BUNKER "C"			
TANK WAGON	98,742 Gals	8,471.40	8.58
Deductions			
Sales Tax		266.60	.27
Net Realization		8,204.80	8.31
TANK CAR & BURNINGS	2,779,567 Gals	96,436.18	3.47
Deductions			
Freight		3,923.17	.14
Sales Tax		7,455.51	.27
		11,378.68	.41
Net Realization		85,057.50	3.06
TOTAL FUEL OIL & BUNKER "C"	2,878,309 Gals	104,907.58	3.64
Deductions			
Freight		3,923.17	.14
Sales Tax		7,722.11	.27
		11,645.28	.41
Net Realization		93,262.30	3.23
ROAD OIL and ASPHALT	865,329 Gals.	93,274.21	10.78
Deductions			
Freight		28,018.73	3.24
Sales Tax		1,557.59	.18
		29,576.32	3.42
Net Realization		63,697.89	7.36

[illegible]

TOTAL DIST.

[illegible]

[illegible]

FUEL OIL and
[illegible]

[illegible]

[illegible]

Exhibit 476 0 (4)

	QUANTITY	AMOUNT	PER GAL.
LUBRICATING OILS and MISC. PRODUCTS	544,659 Gals.	440,598.59	80.89
Deductions Freight		90,647.11	16.64
Net Realization		349,951.48	64.25
TOTAL ALL PRODUCTS			
TANK WAGON	18,418,254 Gals.	3,197,009.37	17.36
Deductions Freight		591,406.42	3.21
Sales Tax		108,922.46	.66
		700,328.88	3.87
Net Realization		2,496,680.49	13.49
TANK CAR or JOBBER	6,955,070 Gals.	715,908.60	10.29
Deductions Freight		17,486.19	.25
Sales Tax		58,904.13	.66
		76,390.32	.91
Net Realization		639,518.28	9.38
TOTAL	25,373,324	3,912,917.97	15.42
Deductions Freight		608,892.61	2.40
Sales Tax		167,826.59	.66
		776,719.20	3.06
Net Realization		3,136,198.77	12.36

LUBRICATING OILS and
MISC. PRODUCTS

5##,659 Gals.

Exhibit 476 (P)

THE BRITISH AMERICAN OIL COMPANY, LIMITED

MARKETING COSTS - PROVINCE OF ALBERTA

YEAR - 1938

Management and General Expense	$ 53,600.67
Provincial Offices Expenses	94,492.50
Sales Expense	53,618.46
Branch and Agency Expense, including Commissions paid to Agents	341,920.15
Maintenance of Dealers' Pump equipment	13,387.67
Filling Station Expense	14,483.06
Depreciation on General Marketing Plant, Branches and Agencies, Service Stations, Truck Tanks, Tank Cars, Drums and Barrels and Miscellaneous Equipment	68,885.78
Less Sundry Credits	29,579.92(R)
Total Marketing Expenses	$ 610,808.37

TORONTO: June 22nd, 1939.

(R) means red figures

Exhibit 476 Q

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES APPLICABLE TO THE MARKETING DEPARTMENT - PROVINCE OF ALBERTA - YEAR, 1938.

Advertising	$	24,932.19
General Engineering Expense, Toronto		4,645.16
Traffic Department, Toronto Expense		4,656.20
Purchasing Department, Toronto, Expense		2,406.34
Legal Expense		1,753.79
Executive, Sales and Accounting Departments, Toronto		9,005.93
Bank and Debenture Interest		12,187.32
	$	59,586.93
Dominion and Provincial Income Tax		89,659.85
Total	$	149,246.78

TORONTO: June 20th, 1939.

[illegible] COMPANY, LIMITED

[illegible] - YEAR, 1938.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Exhibit 476 R

THE BRITISH AMERICAN OIL COMPANY LIMITED

SUMMARY OF MANUFACTURING AND MARKETING OPERATIONS IN THE PROVINCE OF ALBERTA - YEAR 1938.

Gallons Sold		25,373,324 Gals.
Gross Sales		$5,912,917.97
Less:		
Freight	608,892.61	
Sales Tax	167,826.59	
Marketing Costs	670,395.30	
Costs of Crude & Manufacturing	2,049,299.05	
Income Tax	89,659.85	3,586,073.40
NET PROFIT		$ 326,844.57

Return on Capital Employed:

Total Investment in the Province of Alberta applicable to sales in Alberta, being the net depreciated value of fixed assets, plus working capital	--	$ 2,911,757.61
Percent earnings to capital employed	--	11.22%

Exhibit 475 R

[illegible] COMPANY LIMITED

[illegible] Dollar Item Operations In Mine

[illegible] 1939.

Gross Sales

Deductions [illegible]

Items:

[illegible]

Income [illegible]

Profit [illegible] Operations [illegible]

Income on Capital Employed:

Total Investment in The Business [illegible]

Applicable to Sales in [illegible]

Rate [illegible]

Plus [illegible]

THE BRITISH AMERICAN OIL COMPANY, LIMITED

STATEMENT OF TRADING RESULTS IN THE PROVINCE OF ALBERTA AFTER ADJUSTING COST OF CRUDE OIL AND SELLING PRICES TO THOSE IN EFFECT AS AT MAY 1st, 1939.

Cost of 861,010 barrels Crude Oil 46.7 gravity @ $1.41 per Barrel		$ 1,214,024.10
Well price	1.26	
Pipeage	.15	
	1.41	
Cost of Supplies & Materials		519,015.76
Manufacturing Expenses		601,520.31
Inventory Changes		154,905.82(R)
		$2,179,654.35
Applicable to Alberta		1,693,591.43
Cost of Commodities from other Companies and other Divisions		327,319.00
Cost of Commodities Sold		2,020,910.43
Net Realization of Sales at Calgary		3,032,306.97
Marketing Costs	670,395.30	
Cost of Crude, etc.	2,020,910.43	
Income Tax	75,020.27	2,766,326.00
Net profit available for sinking fund provisions, contingencies and dividends		$ 265,980.97

(R) means red figures

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Exhibit 476 T

THE BRITISH AMERICAN OIL CO. LTD.

SALES IN THE PROVINCE OF ALBERTA

Products		Sales Gallons	Realiz'n at Calgary Per Gal.	Sales Tax	Net price at Calgary	Amount	Stock losses and Allowances	Net Realization at Calgary Amount	Net Realization at Calgary Cents Per Gall.
GASOLENE									
Nevr-Nox	Tank Car	2,479,735	10.96	.79	10.17	252,189.05		252,189.05	10.17
	Other Sales	6,201,887	15.28	.79	14.49	898,653.43	9,155.95	889,497.48	14.34
Ethyl	Tank Car	637,857	13.24	1.01	12.23	78,009.91		78,009.91	12.23
	Other Sales	1,605,720	17.83	1.01	16.82	270,082.10	2,751.74	267,330.36	16.65
Tractor Gasolene	Tank Car	2,980,294	9.22	.66	8.56	255,116.32		255,116.32	8.56
	Other Sales	4,618,354	12.02	.66	11.36	524,645.01	5,345.37	519,299.64	11.24
Tractor Fuel	Other Sales	151,615	8.50	.66	7.84	11,886.62	121.10	11,765.52	7.76
Lighting Naphtha	Tank Car	31,598	15.57	.66	14.91	4,711.26		4,711.26	14.81
	Other Sales	65,998	21.50	.66	20.84	13,753.98	140.13	13,613.85	20.63
Solvent	Other Sales	29,370	23.98	.66	23.32	6,849.08	69.77	6,779.31	23.08
T/V Naphtha		384,303	7.05	.49	6.56	25,202.85	155.21	25,047.64	6.52
Total Gasolene		19,186,731	12.96			2,341,099.61	17,739.27	2,323,360.34	12.11
Refined Oil	Tank Cars	147,651	12.35	.84	11.51	16,994.63		16,994.63	11.51
	Other Sales	482,385	17.45	.84	16.61	80,124.15	817.27	79,306.88	16.44
Distillate	Tank Car	445,672	8.64	.64	8.00	35,653.76		35,653.76	8.20
	Other Sales	882,588	10.79	.64	10.15	83,492.68	851.63	82,641.05	10.04
Total White Products		21,085,027				2,557,364.83	19,408.17	2,537,956.66	12.03
Fuel Oil	Tank Car	98,742	7.24	.51	6.73	6,645.34		6,645.34	6.73
	Other Sales	103,695	10.72	.51	10.21	10,587.26		10,587.26	10.21
Bunker "C"		2,675,872	3.17	.25	2.92	78,267.49		78,267.49	2.92
Asphalt		865,329	9.03	.18	8.85	76,581.62		76,581.62	8.85
Lubricating Oils	Other Sales	486,705	57.06		57.06	277,748.11		277,748.11	57.06
Sundry Products	Other Sales	57,894	76.90		76.90	44,520.49		44,520.49	76.90
Total		25,373,324				3,051,715.14	19,408.17	3,032,306.97	11.99

TORONTO: June 10th, 1939

Quantities as sold in Year 1938, Prices at Sales Prices in effect at 1st May, 1939, less freight to Calgary.

THE BRITISH AMERICAN OIL COMPANY LIMITED

STATEMENT OF CAPITAL EMPLOYED, NET EARNINGS AND RETURN ON INVESTMENT

IN THE PROVINCE OF ALBERTA

NINE YEAR PERIOD 1929 - 1937 INCLUSIVE

	Capital Employed in Alberta	Net Earnings	% of Return on Investment
1929	2,068,717.58	306,637.12	14.82
1930	2,712,807.82	91,439.24	3.37
1931	2,433,285.93	77,350.68	3.18
1932	2,323,236.78	40,389.28(R)	1.74(R)
1933	2,255,000.45	59,634.25(R)	2.64(R)
1934	2,845,714.80	131,935.59	4.63
1935	2,865,207.06	102,535.81	3.58
1936	3,160,829.64	57,655.81	1.82
1937	3,104,658.47	193,541.21	6.23
AVERAGE	2,641,050.95	103,031.08	3.90

TORONTO: 27th June, 1939

(R) means red figures

EXHIBIT 477 - Affidavit Sworn by Mr. Ellsworth, President of the British American Oil Company, sworn on the 29th day of November, 1933, and presented to the Tariff Board of Canada . Extended in full in the Report; see page 11,318 et seq. of the Record ..... Record Page 11,318

EXHIBIT 478 -

THE BRITISH AMERICAN OIL CO. LTD.

BREAKDOWN OF AVERAGE SALES REALIZATION PER GALLON AND PER BARREL PROVINCE OF ALBERTA SHOWING PERCENTAGES OF CONTROLLABLE AND NON-CONTROLLABLE ITEMS -YEAR 1938 RESULTS.

		Amount Per Gal.	Amount Per Bbl.	Percent
Gross Realization at point of sale including Gasolene Tax		19.17¢	$6.7095	100
Deductions				
Freight to destination		2.40	.8400	12.52
Taxes				
Sales Tax	.66			
Municipal, licenses and business (mktg.)	.15			
Refinery Taxes	;03			
Income Tax	.35			
Gasolene Tax after refunds to farmers, etc.	3.75	4.94	1.7290	25.77
Marketing Costs				
Agents Commission	1.04			
Depreciation on Plant	.30			
All other	1.15	2.49	.8715	12.99
Manufacturing Costs		1.80	.6300	9.39
Cost of Crude Oil and other Materials laid down at Refinery		6.27	2.1945	32.70
Net income available for contingencies, obsolescence, sinking fund provisions and dividends		1.27	.4445	6.63
		19.17	6.7095	100.00

EXHIBIT 478 Continued

Controllable items	Amount per Gal.	Amount Per Bbl.	Percent
Mktg.	2.49	.8715	12.99
Manufacturing	1.80	.6300	9.39
	4.29	1.5015	22.38

22.38% of Average tank wagon price 19.17¢ per Gallon

= 4.29¢ per gal. of which

1.04¢ represents Agents Commission

and .48¢ covers depreciation

1.52¢

leaving 2.77¾ per gallon to cover Manufacturing and Marketing Costs -- 14.44%

EXHIBIT 479

THE BRITISH AMERICAN OIL COMPANY, LIMITED

SUPPLEMENTARY STATEMENT OF

CAPITAL EMPLOYED, NET EARNINGS & RETURN ON INVESTMENT

	Capital Employed in Alberta	Net Earnings	% on Return on Investment
Average nine years 1929-1937	2,641,050.95	103,031.08	3.90
1938	2,911,757.61	326,757.61	11.22
Estimated 1939	4,528,757.61	265,980.97	5.87
Estimated average 1929-1939	3,360,522.06	231,923.22	6.90

EXHIBIT 480

THE BRITISH AMERICAN OIL COMPANY, LIMITED

In dealing with the relative costs of the different grades of gasoline, we submit the following computation:

A calculation showing the difference between the cost of lead for Nevr-nox and Ethyl Gasoline

The refinery production plus Absorption Gasoline has an average octane rating of 58.6 L-3. A 58.6 octane gasoline blend would be represented by the following:

	Barrels	Percent	Rating	Average L-3
Straight Run Gasoline	298,000	76.60	56.3	43.1
Cracked Gasoline	91,000	23.40	66	15.5
	389,000	100.00		58.6

After deducting the requirements of Tractor or Third Grade Gasoline- Straight Run Gas.	155,000	54.
The average octane rating on the balance is as follows: Balance of products available for Nevr-nox & Peerless- Ethyl gasoline	234,000	60

Due to the low lead susceptibility of straight run gasoline produced from Turner Valley crude, it is necessary to make Ethyl gasoline entirely from a cracked product. The number of points gained in octane by lead is referred to as degrees of susceptibility of lead in gasoline. Some gasolines can be raised higher in octane than others with the same amount of lead. A fully cracked product requires the maximum lead allowance of 3.6 c.c.'s per Imperial gallon.

EXHIBIT 4800continued

1.

Maximum amount of tetraethyl lead to be used in gasoline was first set by the U.S. Bureau of Health. This control of the amount of lead was extended to Canada by the Ethyl Gasoline Corporation. To provide for our Ethyl gasoline requirements then out of the above batch of 91,000 barrels of cracked gasoline we require to reserve 38,000 barrels for Ethyl gasoline base, leaving 53,000 barrels of cracked gasoline available for other blending. The remaining gasoline therefore has suffered a loss in octane rating as follows:

	Barrels	Percent	L-3 Octane Rating	Average L-3 Octane Rating
Straight Run Gasoline	143,000	72.95	56.3	41.0
Cracked Gasoline	53,000	27.05	66.0	17.8
	196,000	100.00		58.8

Ratio of Nevr-nox to Ethyl base $\frac{196,000}{38,000} = 5.5$

Ethyl Gasoline Lead Cost:

To raise 1 gal. from 66 L-3 Octane to 78 L-3 = 3.6 c.c.'s x .003 = $ .01080

To raise 1 gal. from 58.8 L-3 Octane to 60 L-3 = .15 cc.'s x .003 = .00045

To raise 5.15 gals. from 58.8 L-3 to 60 L-3 = 5.15 gals.x .00045 $ .00232

Total leaded cost per gallon - Ethyl Gasoline $ .01312

To raise 1 gal. 60. L-3 to Nevr-nox standard = 2.4 c.c.'s x .003 .00720

$ .00592

To sum up, these figures show that the Ethyl Gasoline lead cost is .592¢ per gallon over the cost of leading Nevr-nox standard

EXHIBIT 480 continued

gasoline. Taking into consideration the difference in marketing cost, the spread between Peerless-Ethyl and Nevr-nox gasoline is expressed as follows:

Difference in cost of manufacturing as described above	.592¢ per g
Add to this the costs of marketing in excess of those applicable to standard products because of the smaller volume:	
(1) Sales Tax	.15
(2) Excessive handling losses due to smaller volume	.12
(3) Additional freight costs since movement of this product to agencies in Western Canada is by drum instead of tank car.	.80
(4) Cost due to additional marketing equipment and delivery expense	.57
	2.252¢ per gal.

EXHIBIT 481

1.

BELL REFINING COMPANY LIMITED

Balance Sheet - Profit & Loss - December 31, 1938

I

BELL REFINING COMPANY LIMITED

ASSETS

FIXED ASSETS		
Land		10,524.25
Buildings		17,709.84
Equipment		111,019.48
		139,253.57
Less Depreciation		57,222.18
		82,031.39
Trucks and Autos, Less Depreciation		1,950.53
TOTAL FIXED ASSETS		83,981.92
CURRENT ASSETS		
Cash on Hand and in Bank		22,487.73
Saskatchewan Fuel Oil Coupons		100.25
Accounts Receivable		32,624.66
B.A. Oil, Loan Account		25,000.00
Inventory of Products		1,209.64
Inventory of Minerals		372.32
Resale Equipment		1,225.76
		83,020.36
DEFERRED (Prepaid Expense)		
Sundry Deposits		74.50
Prepaid Auto Expense 1939		40.00
Prepaid Insurance, Sales Expense		9.00
Prepaid Insurance, Office Expense		6.70
Prepaid Serv. Stn. Rents, S. Fearnside		1,725.81
		1,856.01
TOTAL ASSETS		$168,858.29

EXHIBIT 481 continued

BALANCE SHEET, YEAR ENDING DECEMBER 31, 1938

LIABILITIES

CAPITAL STOCK			$94,250.00
Surplus Jan. 1, 1938		42,346.91	
Less 1937 Inc. Tax Paid	16.84		
Less 1936-37 depreciation on drums not allowed on Income Tax	111.17	128.01	42,218.90
Terminal Profit Current			2,697.40
SURPLUS AS AT Dec. 31, 1938			44,916.30
			139,166.30

CURRENT LIABILITIES

Accounts Payable	3,182.81
B. A. Oil Co.Ltd., Toronto	18,815.99
Real Estate Indebtedness	200.00
Drums Charged and Loaned	4,374.52
Coupons Outstanding	10.93
Reserve for Bad Debts	3,000.00
Reserve for Agents Lub. Commissions	31.09
Reserve for Bel #5 Serv.Stn.Loss for Dec.	76.65
	29,691.99

TOTAL LIABILITIES $168,858.29

EXHIBIT 481 continued

BELL REFINING COMPANY LIMITED

SALES - Marketing or Terminal	248,272.47
Cost of Sales	189,152.27
	57,120.20
Sundry Revenue	1,977.74
Rental on Plant	7,500.00
Gross Profit including Sundry Revenue	66,597.94

TERMINAL or MARKETING EXPENSE

Heating	710.92
Labor	11,255.57
Light and Power	1,158.65
Maintenance and Repair	258.15
Plant Supplies and Expense	355.84
Depreciation	9,581.15
Insurance	83.96
Taxes	394.25
	23,798.49

SALES EXPENSE

Advertising	388.89
Agents Commissions	10,709.36
City Delivery Costs	3,282.62
Curb Pump Expense	219.07
Salesmens Salaries	3,200.00
Salesmens Auto Expense	2,902.75
Salesmens Travelling Expense	1,314.22
Service Station Rents	1,634.55
Service Station Expense	1,342.16
Bell #5 Profit & Loss Account	132.11
Truck Expense	567.21
Depreciation	2,470.46
Insurance	217.86
Taxes	55.00
Spur Track Rentals	130.53
	28,568.79

EXHIBIT 481 continued

4.

PROFIT AND LOSS STATEMENT, YEAR ENDING DEC. 31, 1938

GENERAL or ADMINISTRATION EXPENSE

Depreciation on Office Fixtures	166.20
Executive Salaries	3,000.00
Insr. On Office Furniture & Fixtures	138.24
Interest, Discount & Exchange	316.25
Legal & Auditing	796.05
Miscellaneous Expense	257.94
Office Supplies and Expense	780.12
Office Salaries	4,646.10
Provincial Corporation Taxes	336.10
Stationery and Printing	405.31
Telephones and Telegrams	547.97
Directors Fees	150.00
Bad and Doubtful Debts	1,300.00(R)
	10,290.28

SUNDRY

Loss on Serv. Stn. Equipment sold and not covered by depreciation	171.24
Balance of Sales Tax for 1935, 6 & 7 paid in 1938	1,073.74
	1,244.

TOTAL TERMINAL or MARKETING EXPENSE	63,900.54
NET PROFIT or LOSS	2,697.40
TOTAL SALES IN GALLONS	1,794,856
COST PER GALLON	.0356

Exhibit 481

STATEMENT OF MARKETING COSTS
AT COMPANY OWNED AND LEASED SERVICE STATIONS AND CONTROLLED OUTLETS

Bell Refining Company Limited - December 31, 1938

	Total	Bell #1	Bell #2	Bell #3	Comm. Tire, Bell #4	Bell #5	Anderson Bros.	Magnet	Misc. & not Controlled	Trucks, Cars & Drums
Advertising	388.89	31.40	.60	49.98	88.03	12.50	47.66	22.40	136.32	-
City Del.Costs	3,282.62	183.60	176.94	305.88	345.75	-	342.70	184.88	1,742.87	-
Curb Pump Exp.	219.07	31.99	-	19.60	13.70	23.14	53.00	7.24	70.40	-
Serv.Stn.Rents	1,634.55	-	1,025.00	-	180.22	29.33	400.00	-	-	-
Serv.Stn.Exp.	1,342.16	382.39	76.93	419.09	263.28	115.55	-	3.62	81.30	-
Bell #5 P.& L.	134.11	-	-	-	-	132.11	-	-	-	-
Depreciation	2.470.46	325.00	-	57.74	-	3.26	-	-	-	2,084.46
	9,369.86	954.38	1,279.47	852.29	890.98	315.89	843.36	218.14	2,030.89	2,084.46
Less Misc. 2,030.89										
" Cars Etc.2,084.46	4,115.35									
	5,354.51									
Less Rents Received	744.52	183.60	176.94	383.98						
	$4,609.99	770.78	1,102.53	468.31	890.98	315.89	843.46	218.14	21030.89	2,084.46
Sales - 1938 in Gallons	200,929	18,360	17,694	30,588	41,075	32,875	41,849	18,488		
Cost per Gallon	2.29¢	4.2¢	6.23¢	1.53¢	2.17¢	.96¢	2.01¢	1.18¢		
Capital Employed,	$25,025.85									
Land, Bldgs. & Equip.		10,055.60	1,152.27	10,005.59	1,127.83	2,155.99	365.00	162.55		

EXHIBIT 481 continued

BELL REFINING COMPANY LIMITED

STATEMENT OF SALES AND PURCHASES WITH GROSS PROFIT BY COMMODITY
YEAR ENDING DECEMBER 31, 1938

Products	Sales for Period Gallons	$	Purchases $	Gross Profit
ethyl Gasoline	195,881	32,026.13	25,861.06	6,165.07
reen Gasoline	486,327	70,637.82	52,027.75	18,610.07
nite Gasoline	775,057	93,740.53	71,889.29	21,851.24
nite Distill-ate	48,529	5,036.06	4,139.50	896.56
		22,656.64	17,460.50	5,196.14
ractor Fuel	215,450	1,820.09	1,682.22	137.87
iesel Fuel	16,822	3,053.06	2,367.70	685.36
amp Kerosene	18,717	15,419.61	11,930.32	3,489.29
ubricating Oil	22,116	1,882.53	1,793.93	88.60
reases	2,217			
OTAL	1,781,116	246,272.47	189,152.27	57,120.20

DIVISION OF SALES AS ABOVE

	Sales to Jobbers Gallons	Price	$	Calgary City Sales & Sales to Agents Gallons	$	Average Sell Price Realiz From Agents City Dealers
yl Gaso	92,152	14½¢	13,362.04	103,729	18,564.09	18¢
en Gaso.	177,208	12	21,264.96	309,119	49,372.86	16
te Gaso.	298,783	9½	28,384.38	476,274	65,356.15	13.7
te Distill.	31,109	9	2,799.81	17,420	2,236.25	12.8
ctor Fuel	14,068	8½	1,195.78	201,382	21,460.86	10.6
sel Fuel	3,404	9	306.81	13,418	1,513.28	11.3
p Kero.	2,511	14	351.54	16,206	2,701.52	16.6
	619,235		69,437.40	1,137,548	159,532.93	

In arriving at average selling price realized from City Dealers, please note that City Dealers' Discount of 1¢ per gallon from tank wagon prices was deducted from the sales at time of purchase, and not set up as an expense.

EXHIBIT 481 continued 7.

BELL REFINING COMPANY LIMITED

STATEMENT OF SALES AND PURCHASES WITH GROSS PROFIT BY COMMODITY YEAR ENDING DECEMBER 31, 1938

DIVISION OF CALGARY CITY SALES & SALES TO AGENTS

Sales to City Dealers		Sales to Agents	Commissions paid to Agts.& Set up as Expense
Product	Gallons	Gallons	
Ethyl Gasoline	72,120	31,609	$ 632.18
Green Gasoline	177,083	132,036	2,640.72
White Gasoline	193,728	282,546	5,650.92
White Distillate	3,020	14,400	288.00
Tractor Fuel	18,028	183,354	1,204.26
Diesel Fuel	1,580	11,838	118.38
Lamp Kerosene	7,461	8,745	174.90
	473,020	664,528	$10,709.36

RECAPITULATION OF DIVISION OF SALES

	Gallons
Sales to Jobbers	619,235
Sales to City Dealers	473,020
Sales to Agents	664,528
	1,756,783
Sales of Lubricating Oil	22,116
Sales of Grease	2,217
	1,781,116

Capital invested, as per Balance Sheet	$139,166.30
Profit for the year 1938	2,697.40
Return on Capital Investment for the Year	1.938%

The Company handled through the Plant for B.A. Oil Co. Ltd. on a distributing basis only, 11,533,443 gallons, for which the Company was allowed the sum of $7500.00. Extra cost of handling this gallonage which is included in items of expense, totalled approximately $11,000.00. If the Company had received as a handling charge one-tenth of a cent per gallon, the profit of the Company for the year would have been $6730.84, or a return on the capital invested of 4.84%

J. J. FRAWLEY

ALZ1
405
v.21

The Province of Alberta

A LEGISLATURE LIBRARY
8 00207 5082

IN THE MATTER OF THE PUBLIC INQUIRIES ACT

—and—

IN THE MATTER OF a Commission, dated the 12th day of October, A.D. 1938, to inquire into matters connected with Petroleum and Petroleum Products

Commissioners:

The Honourable MR. JUSTICE McGILLIVRAY
(*Chairman*)

—and—

L. R. LIPSETT, ESQ.

Session:

CALGARY, Alberta EXHIBITS

VOLUME 21

Exhibits 482 to 590 inclusive

BOX 84
Vol. 19

FORM M-A

INVOICE OF GOODS SOLD BY THE EXPORTER PRIOR TO THEIR SHIPMENT TO CANADA

Invoice of Petroleum Products
by The Texas Co. of Canada, Ltd.
from The Texas Company of Delaware
to be shipped from Sunburst, Montana
Terms: (Trade Discount must be marked as such)

Place and Date Sunburst, Mont. June 14, 1939.
of Calgary, Alta., Canada
of 135E, 42nd St. N.Y, City.
Per GN-CPR
Order No. Can-Cal 546

Country of Manufacture or Production	Marks and numbers on Packages	Quantities and Description of Goods	Fair market value at time and place of shipment (See clause 4 of certificate of value hereon	Selling Price to the Purchaser in Canada @	Amount
USA		American Gallons			
		One Tank Car			
CYCX-20103		8064 Gallons 392 Gasoline L	.0625	.0625	504.00
		Shipped June 14, 1939.			
		Freight Collect 252.09			
		The Texas Co. of Canada, Ltd.			
		C-o F. A. Campbell, Agent,			
		Calgary, Alta., Canada			
		Octane Rating	72		
		Type of Gasoline - Montana			
		Capacity of Car Loaded	8059		
		Quantity in Dome	-		
		Temperature Adjustment 59 degrees	5		
		Net Gallonage at 60 degrees	8064		

(Signature of Seller or Agent) Signed: Edward E. Deaton

I, the undetsigned, do hereby certify as follows.

1. That I am the Agent of the Texas Company, exporter of the goods in the within Invoice mentioned or described:
2. That the said invoice is in all respects correct and true:
3. That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon:
4. That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada and that the said fair market value:

a. In the case of new or unused goods is not lower than the actual cost of production of similar goods at the same time and place, plus a reasonable advance for selling cost and profit;

Invoice No. 186

b. Is without any discount or deduction not shown and allowed on invoices covering sales for home consumption in the country of export in the usual and ordinary course of trade; and

c. Is without any deduction on account of any drawback or bounty or on account of any royalty actually payable thereon, or payable thereon when sold for home consumption, but not payable when exported, or on account of the exportation thereof, or for any special consideration whatever;

5. That no different invoice of the goods mentioned in said invoice has been or will be furnished to anyone; and
6. That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any other manner whatsoever, other than as shown in the said invoice;

A. That each article on this invoice is bonafide the produce or manufacture of the country specified on the invoice as its country of origin;

That each manufactured article on the invoice in its present form ready for export to Canada has been finished in such specified country of origin, and not less than one-half the cost of production of each such article has been produced through the industry of United States of America on titled to the benefits of treaty or convention rates or the British Preferential Tariff.

Signature Signed: Edward E. Deaton

Dated at Sunburst, Mont.
this 14th day of June, 1939.

OPERATIONS - COMPANY OWNED SERVICE STATIONS
PROVINCE OF ALBERTA ONLY - 11 MONTHS 1938.

	Gallonage	Rental Collected	Loss on Operations	June 1939 Mo, Rental Now Collected From Operator	June 1939 Mo. Rental Now Collected from Agent
Calgary S. S. #1	85,628	900.00	1,467.29	100.00	
" " " #2	180,190	2,045.00	4,131.36	220.00	25.00
" " " #3	96,040	660.00	2,004.13	175.00	25.00
" " " #4	51,163	660.00	688.91	60.00	
" " " #5	48,784	550.00	1,083.49	60.00	
" " " #6	45,018	762.88	230.14	50.00	15.00
" Irricana	21,596	137.50	437.57	15.00	
" High River	28,813	435.00	711.37	45.00	
Jasper S. S. #1	4,782	-	422.22	-	
Banff S. S. #1	108,240	NET 682.09	1,780.07	150.00	
Edmonton S. S. #1	106,399	1,650.00	2,257.60	150.00	25.00
" " " #2	71,909	445.00	814.03	37.50	½¢ per gal.
" " " #3	34,340	528.48	1,106.02	41.65	½¢ " "
" " " #4	26,137	243.67	9 33.23	1¢ per gal.	5.00
" Ft. Saskatchewan	36,284	445.00	754.23	41.25	
Bassano S. S. #1	12,469	-	848.18	-	
" Gleichen	11,222	155.40	477.59	20.00	
Vermilion S. S. #1	28,739	355.52	932.98	33.33	
Medicine Hat S. S. #1	62,615	928.58	172.12	1-½¢ per gal.	
War ner-Milk River	43,427	385.00	280.20	35.00	
Cardston S. S. #1	41,478	550.00	527.30	50.00	½¢ per gal.
Drumheller S. S. #1	50,892	385.00	804.93	35.00	10.00
Claresholm S. S. #1	45,117	605.00	74.75(R)	55.00	½¢ per gal.
" Nanton	36,848	495.00	178.12(R)	45.00	
Camrose S. S. #1	49,782	1,218.83	114.09(R)	90.00	½¢ per gal.
Vegreville S. S. #1	54,291	1,100.00	1,508.92	125.00	½¢ " "
TOTAL	1,382,203	16,261.91	24,006.92		(R(means red figur

EXHIBITS 484

O P E R A T I O N S

L & L Service Stations

Province of Alberta

11 Months 1938

	Gallonage	Rent Paid	Rent Collected	Loss on Operations
Calgary	433,597	7,000.00	5,739.70	11,782.57
Cardston	35,579	1,271.00	1,165.00	1,333.34
Banff	33,354	1,375.00	677.50	1,452.67
Drumheller	43,640	1,595.00	1,243.60	1,195.51
Edmonton	93,913	1,302.39	793.57	2,609.98
Bassano	55,375	1,330.00	1,300.00	1,537.47
Vermillion	10,267	100.00	48.00	306.37
MacLeod	204,789	860.00	875.00	2,230.73
Medicine Hat	26,165	-	-	379.05
Red Deer	231,920	4,676.38	5,389.10	2,482.33
Stettler	38,958	413.50	275.00	873.38
Vulcan	40,232	381.00	383.50	1,093.20
Warner	87,746	1,679.22	1,331.00	1,457.90
TOTAL	1,355,035	22,313.43	17,907.97	28,560.80

All Expenses in connection with the operating of L. & L.'s charitable to supervising Bulk Station.

EXHIBIT 485

L & L SERVICE STATION

MOVE OUT OF LEASE

11 MONTHS 1938

	Gallonage	Rent Paid	Rent Collected	Present Rent Collected June 1939 Opr.	Agent
Calgary: 3rd Party					
Sunset S. S.	51,370	539.00	385.00	50.00	
Square S. S.	16,188	605.00	395.00	?	
Bow S. S.	10,321	110.00	53.37	Out	
Carstairs S. S.	20,997	302.50	363.50	25.00	
Cochrane S. S.	40,527	429.00	329.00	39.00	
Monty's S. S.	33,325	1,375.00	1,045.00	75.00	25.00
Forrester's S. S.	81,034	3,150.00	2,954.33	300.00	1¢ gal
Okotoks S. S.	30,264	489.50	364.50	44.50	
		7,000.00	5,789.70		
Calgary: same Party					
Gale & Lidgate	10,804	-	-	-	
Red Star	51,360	1,085.40	854.40	92.40	
Green "T"	68,210	825.00	605.00	55.00	
Didsbury	19,127	330.00	165.00	60.00	
	435,597				
Cardston 3rd Party					
Waterton	15,959	550.00	300.00	50.00	
Magrath	19,620	721.00	565.00	55.00	
	35,579	1,271.00	1,155.00		
Banff 3rd Party					
Banff	17,018	687.50	227.50	Out	
Lake Louise	16,836	687.50	450.00	37.50	
	33,854	1,375.00	677.50		
Drumheller 3rd Party					
Drumheller	31,196	1,375.00	990.00	90.00	17.50
Carbon	12,444	220.00	253.60	25.00	
	43,640	1,595.00	1,243.60		
Edmonton 3rd Party					
85th & 115th	25,836	752.39	436.07	25.00 ≠ 1¢	1¢
99th & 82nd	35,661	275.00	137.50	17.50	
Fort Trail	26,676	275.00	220.00	20.00	
		1,302.39	793.57		
Edmonton Same	5,740				
Edson (4 mos)		100.00	100.00	25.00	
	93,913				
Bassano 3rd Party					
Brooks	39,194	1,100.00	1,100.00	100.00	
Tilley	16,181	280.00	400.00	50.00	
	55,375	1,380.00	1,500.00		
Vermillion 3rd					
Clandonald	10,267	100.00	45.00	5.00	

EXHIBIT 485 continued 2.

Macleod Same					
Blairmore	35,236	1,053.40	325.00	75.00	
Macleod	59,397	275.00	55.00	5.00	
Pincher Creek	68,652	669.52	-	-	
	204,789				
Medicine Hat Same	26,165	-	-	-	
Red Deer 3rd Party					
Blackfalds	10,175	330.00	330.00	30.00	
Bowden	13,959	275.00	385.00	35.00	
Olds	23,828	529.32	359.91	1-½ gal	
Ponoka	40,593	693.00	550.00	50,00	½¢gal
Lacombe	70,147	1,688.50	1,265.00	115.00	
Red Deer	58,687	847.00	839.19	60.00	10.00
Sylvan Lake	15,531	313.50	170.00	15.00	
	231,920	4,676.32	3,889.10		
Stettler 3rd Party					
Stettler	22,399	412.50	275.00	25.00	
Stettler Same					
Red Willow	16,559	33.00	33.00	3.00	
Vulcan 3rd Party					
Vulcan	13,775	495.00	263.50	40,00	
Milo	7,626	110.00	11.00	1.00	
Blackie	8,151	236.00	246.00	26.00	
		831.00	533.50		
Vulcan Same					
Barons	10,680	385.00	385.00	35.00	
	40,232				
Warner 3rd Party					
Warner	20,340	423.37	295.00	30.00	½¢ gal.
Raymond	14,461	755.70	726.00	66.00	
Coutts	52,945	480.15	310.00	32.50	½¢ gal.
	87,746	1,659.22	1,331.00		
Total	1,336,035				
3rd Party		22,312.43	17,907.97		
Same		4,741.32	3,022.40		

EXHIBIT 486

COMMERCIAL ACCOUNTS

Buy at Posted Tank Wagon Price less 1¢ per Gallon Commercial Allowance.

R. Hobbs	Banff
H. Peyto	"
J. MacMillen	"
J. McNeil	"
D. Black	"
T. Williams	"
P. Worthington	"
J. Pickering	"
P. Bruver	"
H. Pollard	"
Benner's Garage	Calgary
City of Calgary	"
P. Burns & Co.	"
Harry's Transfer	"
Alberta Government	"
Wilson Distributors	"
Western Printing & Lithographing	"
Cooper Transport	Cardston
E. J. Clark	Drumheller
Alberta Government	"
Swift Canadian	"
Canadian Coachways	Edmonton
Dominion Bottling Works	"
Dominion Envelope & Carton	"
Gainor's Ltd.	"
Hook Signs Ltd.	"
Minneapolis Moline	"
Alberta Government	"
Allis Chalmers Rumley	"
R.C.M.P.	"
Swift Canadian	"
Western Motor Coaches	"
Jasper National Park	Jasper
Alberta Government	Macleod
Alberta Government	Medicine Hat
City of Medicine Hat	" "
Red Deer Bottling Works	Red Deer
City of Red Deer	" "
Super Heat, Coal Co.	Ardley
Alberta Government	Hanna
Alberta Government	Vermillion
Alberta Pool Elevators Ltd.	Dinant

EXHIBIT 487 - Booklet showing the Group Life Insurance and Pension Plan, etc. for employees of the Texas Corporation and subsidiaries See page 11,522 of the Report 11,522

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EXHIBIT 488

THE TEXAS COMPANY OF CANADA LIMITED

Calgary, June 27, 1939.

C.D.M:

Follow8ng is Loss Ratio during 1938 on CREDIT CARD SALES as compared to other:

Net write off on CREDIT CARD SALES - 1938 ----------$ 314.18

Total CREDIT CARD SALES within the Calgary District $ 185,864.90

Loss --------- .00.17

Transfers to our Ledgers from other Districts ----- 57,799.65

$ 243,664.55

Less transfers to other Districts ---------- 17,146.79

NET TOTAL ----$ 226,517.76

Loss ----------.00.14

Loss ratio to BULK STATION CREDIT & CREDIT CARD SALES of $ 2,633,845.84 --------- .00.01

Loss ratio to BULK STATION CASH & CREDIT AND CREDIT CARD SALES OF ------ $ 3,624,390.94 --------- .00.009

------C------

BULK STATION & CREDIT CARD LOSSES:

1938 Loss to TOTAL CREDIT SALES, Loss on all products 00.13
1938 Loss to TOTAL SALES ------- " " " " 00.09
1938 Loss on TIRE SALES 00.10

		Record Page
EXHIBIT 489 -	Volume 1 of the Texas Company's Submission, presented by Mr. Saunders and extended in full in the Report, with explanations. See page 9917 (Volume 87 of the Record	11,541
EXHIBIT 490 -	Volume 2 of the Texas Company's Submission, presented by Mr. Meltabarger. Extended in full in the Report, with explanations. See page 11,541 of the Report	11,541
EXHIBIT 491 -	Blank form produced by the witness Meltabarger, showing the specifications of Petroleum Products used by the Texas Company. Extended in full in the Report, see page 11,546 of the Record	11,546

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EXHIBIT 493 -

THE TEXAS COMPANY OF CANADA, LIMITED
AS OF DECEMBER 31, 1938

Office Buildings - Calgary (rented)	1
Main Stations	--
Number Bulk Agencies	17
Number of Warehouse Agencies	-
No. Co-Owned S.S. (Land Owned)	24
No. Co-Owned S.S. (Land Leased) (Banff 99 Yrs.)	2
No. S.S. Third Party Lease	35
No. S.S. Same Party Lease	10
No. Company-owned Trucks	-
No. Steel Barrels	2,448
[1] Management	1
[11] No. Office Staff	21
[111] No. Salesmen and Supervisors	7
No. Auditors	-
Total Other Salaried Employes	-

Sales of principal products marketed direct in Alberta 1938.

Gasoline	4,919,769	Gallons
Kerosene	37,632	"
Distillate	142,847	"
Automotive Oils	118,355	"
Industrial Oils	3,730	"
Grease	18,296	"
No. Seiberling Tires	5,521	
No. Seiberling Tubes	5,697	
No. Batteries	-	
Accessories	-	

[1] Supervises entire District.
[11] Handles entire District.
[111] Part chargeable entire District.

SUMMARY OF INVESTMENT IN ALBERTA
as of December 31st, 1938

			Fixed Assets Asset	Depreo	Net Value	Current Assets
47 Bulk Plants - Buildings and Equipment			226,580.50	84,719.85	141,860.65	
Land			22,570.16		22,570.16	
42 Barrel Stations - Buildings and Equipment			18,374.00	9,187.00	9,187.00	
10 leased; 27 company owned; 5 vacant						
Land			450.15		450.15	
25 Service Stations and Garages						
16 company owned; 9 leased						
Buildings and Equipment			101,514.53	27,700.04	73,814.49	
Land			37,250.00		37,250.00	
Demountable Truck Tanks & Miscl.Equipment			17,885.03	8,942.53	8,942.50	
9 Automobiles			9,965.46	3,320.04	6,645.42	
8 Trucks			12,043.52	6,402.30	5,641.22	
3 Tank Wagon Transfer Trucks			15,235.42	4,537.43	10,697.99	
Drums			246,702.00	143,087.00	103.615.00	
Accounts Receivable including Farmers		427,301.16				
Less Farmer	153,584.87					
Suspense	34,371.07					
Frozen	24,346.84					
	212,302.78					214,998.38
Stock in Trade		206,762.30				206,762.30
		$ 634,063.46	708,570.77	287,896.19	420,674.58	421,760.68

Total Gross $ 1,312,634.23

Net 842,435.26

Exhibit 493 (2)

STATEMENT OF SALES, MARKETING COSTS AND PROFIT & LOSS, FOR THE YEAR 1938.

(Based on final year-end statement)

		TOTAL		ALBERTA
		Gallons Fuel Oil	Per gal. including	Based on percentage of Alberta sales to Total, being 20.35% Gallons
SALES GALLONAGE:				
light Goods		26,756,960		5,345,189
Oil		1,309,696		367,673
		28,066.656	20.35%	5,712,862
Domestic Fuel Oil		1,034,766		
		29,101,422		
Bulk Light Goods	1,797,368			
Bulk Oils	139,666			
	1,937,034			
SALES		$6,626,555.84		
Opening Inventory	857,634.44			
From Prairie Cities Oil Co. Limited	260,682.74			
Purchases	5,050,923.08			
	6,169,240.26			
Closing Inventory	948,534.08			
		5,220,706.18		
GROSS PROFIT		$ 1,405,849.66	4.83	$286,090.39
EXPENSES:				
Trucks, except Dep'n	71,021.29			
Branck Warehouses	45,235.31			
Branch Office	22,466.47			
Winnipeg Warehouse	20,610.73			
Drum Maintenance	4,965.08			
General Maintenance	22,017.39			
Service Stations, except Dep'n	2,885.62			
Fuel Oil Service	8,877.80			
Dealer Outlets	2,195.76			
Laboratory	4,584.96			
		$ 204,860.41	.70	$ 41,689.09
Fieldmen, except Auto Depreciation	132,210.14			
Advertising	19,337.05	151,547.19	.52	30,839.85
Banking	7,210.15			
Office	86,698.36			
Outside Collection	8,029.35			
Stationery	16,874.33			
Executive	38,943.60			
		157,755.79	.54	32,103.30
COMMISSIONS		342,434.82	1.18	69,685.49

Exhibit 493 (3)

Expenses - Cont'd:				
Taxes - Plants	52,504.14			
Ser.Stations	33,117.22	85,621.36	.29	17,423.95
Depreciation:				
Automobiles	10,171.61			
Trucks, except Transfer Trucks	16,406.23			
Service Stations	61,873.82			
Plants	79,730.44			
Drums	41,390.51			
Loss or gain on trucks and autos traded in, except transfer trucks	892.96	210,465.57	.72	42,829.74
TOTAL MARKETING COST		$ 1,152,685.14	3.95	$234,571.42
Insurance:				
Plants and Service Stations	12,636.56			
Miscellaneous	3,327.73			
Fidelity and Agency	3,763.50			
Workmen's Compensation	1,833.54			
Group Life & Sickness	1,686.34	23,247.67	.09	4,730.90
Bad Debts Reserve		24,000.00	.09	4,884.00
Petroleum Realty expense	191.18			
Corporation, Legal, Audit and Directors	14,595.02			
Miscellaneous	4,056.44	18,842.64	.06	3,834.47
Bank Interest	8,953.41			
Bond Interest	22,020.01			
	30,973.42			
Less Sundry Interest	1,688.57	29,884.85	.10	5,959.47
Expense re Prairie Cities Oil Limited	37,877.82			
Expense re moving plants	27,345.89			
Extraordinary Plant Maintenance	26,409.00	91,632.71	.31	18,647.25
TOTAL EXPENSES		$ 1,339,693.01	4.60	$272,627.51
Net Trading Profit		66,156.65	.23	13,462.88
Net Profit - Refinery and other Departments		3,875.52	.01	788.67
		70,032.17	.24	14,251.55
Incomes Taxes - Reserved		20,000.00	.07	4,070.00
TO SURPLUS		$ 50,032.17	.17	$10,181.55

Exhibit 403 (4)

TRADE SALES -- 1938

	TOTAL	ALBERTA
Green Gasoline	9,377,797	2,306,559
Special White Gasoline	593,295	77,158
Third Grade Gasoline	7,444,780	1,259,490
Ethyl Gasoline	2,169,603	647,418
Lighting Naphtha	178,373	24,595
Tractor Gasoline	526,347	392,453
Turner Valley Gasoline	42,198	41,713
Kerosene	1,232,988	202,839
Solvent	99,911	13.078
Power Fuel No. 1	69,042	13.282
Power Fuel No. 2	3,828,251	327,036
Tractor & Diesel Fuel Oil	694,375	37,568
Valvoline Motor Oil	10,885	153
Quaker State Motor Oil	168,427	69,070
William Penn Motor Oil	622,607	142,981
North Star Motor Oil	192,900	57,100
Miscellaneous Oil	191.868	47,522
Grease (gallons)	123,007	50,847
Total Trade	28,066,654	5,712,862
Domestic Fuel Oil No. 1	203,590	-
Domestic Fuel Oil No. 2	491,641	-
Industrial Fuel Oil No 5R	213,685	-
Industrial Fuel Oil No. 5D	125,850	-
Total Fuel Oil Only	1,034,766	

ALBERTA SERVICE STATIONS
as at DECEMBER 31st, 1938

No.	Town	Location	Original Value Land	Original Value Bldg	Original Value Eqpt.	Total Deprec. Bldg	Total Deprec. Eqpt	Net Value Land	Net Value Bldg	Net Value Eqpt	Dep. Rate
35	Banff	Louise Ser. Stn	Leased					-			
		Wolfe & Banff		Leased	2,011.61		804.40		-	1,207.21	10%
	Alix	A.E.Hillings	Leased and sublet		-	-	-	-	-	-	-
37	Bassano	Purchased 1937	1000.00					1,000.00			
		Age 1930 & 1934		4,500.00		810.00			3,690.00		3%
					1,870.00		748.00			1,122.00	10%
	Bentley		Leased and sublet		-	-	-	-	-	-	-
36	Brooks		1,350.00					1,350.00			
		Constructed 1934		5,364.00		643.68			4,720.32		3%
					1,819.42		727.60			1,091.82	10%
38	Calgary	11th Ave.& 22nd St	Leased and released		-	-	-	-	-	-	-
		Victoria Ser.Stn									
39	Calgary	17th & 5th Ave.									
		Fort Ser.Stn.	3,200.00					3,200.00			
		Constructed 1930		9,613.00		2,307.12			7,305.88		3%
					2,920.15		1,168.00			1,752.15	10%
40	Calgary	1501-9th Ave.East									
		Comet Ser.St.	3,000.00					3,000.00			
		Constructed 1929		3,020.00		1,087.20			1,932.80		4%
					2,374.00		949.60			1,424.40	10%

ALBERTA SERVICE STATIONS

No.	Town	Location	Original Value Land	Bldg	Eqpt	Total Deprec. Bldg	Eqpt	Net Value Land	Bldg	Eqpt	Dep. Rate
	Camrose		Leased and sublet		-	-	-	-	-	-	
	Cluny		Leased and sublet		-	-	-	-	-	-	
42	Drumheller	Valley Ser.Stn Purchased 1931) Addition 1935)	1,000.00	3,900.00	1,758.00	936.00	703.20	1,000.00	2,964.00	1,054.80	4% 10%
43	Edmonton	99th & 82nd St. Constructed 1936	1,350.00	3,295.00	1,230.35	1,977.00	492.14	1,350.00	1,318.00	738.21	5% 10%
44	Edmonton	7371 - 104th St Constructed 1930) Addition 1934)	1,000.00	3,457.00	1,567.00	1,037.10	626.80	1,000.00	2,419.90	940.20	5% 10%
45	Edmonton	11714 Fort Road Constructed 1930	3,000.00	3,600.00	2,281.00	1,152.00	912.40	3,000.00	2,448.00	1,368.60	4% 10%
46	Edmonton	99 & 101st St Market Tire Ser.Stn Purchased 1931	12,300.00	10,100.00	4,308.00	1,414.00	1,723.20	12,300.00	8,686.00	2,584.80	2% 10%
47	Edmonton	9698-99th Low Level Ser.Stn Purchased 1934	2,000.00	1,625.00	1,136.00	285.00	454.40	2,000.00	1,340.00	681.60	4% 10%

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Exhibit 493 (7)

ALBERTA SERVICE STATIONS

-3-

No.	Town	Location	Original Value Land	Bldg	Eqpt	Total Deprec Bldg	Eqpt	Net Value Land	Bldg	Eqpt	Dep. Rate
48	Edmonton	7th Ave.10703-124th	1,500.00					1,500.00			
				4,500.00		720.00			3,780.00		4%
					1,117.00		446.80			670.20	10%
101	Irving		300.00					300.00			
		Purchased 1937		2,800.00		168.00			2,732.00		3%
					794.00		317.60			476.40	10%
50	Lethbridge	Capital Ser.Stn	4,500.00					4,500.00			
		Purchased 1933		6,600.00		660.00			5,940.00		2%
					2,578.00		1,031.20			1,546.80	10%
51	Lethbridge	Terminal Ser.Stn	Leased					-			
				Leased		-					
					2,559.00		1,023.60			1,535.40	10%
52	Lloydminster	R.J.Noyes	Leased and sublet		-	-	-	-	-	-	
54	MacLeod	14th St.& 5th Ave	500.00					500.00			
		Purchased 1936		1,200.00		120.00			1,080.00		5%
					792.00		316.80			475.20	10%
57	Nobleford		500.00					500.00			
		Purchased 1937		1,625.00		162.50			1,462.50		5%
					390.000		156.00			234.00	10%
55	Olds	Mushroom Ser.Stn	750.00					750.00			
		Purchased 1932		3,053.00		915.90			2,137.10		5%
					1,757.00		m702.80			1,054.20	10%
53	Macleod	Terminal Ser.Stn	Leased and sublet		-	-	-	-	-	-	
			$ 37,250.00	68,252.00	33,262.53	$ 14,395.50	13,304.54	$ 37,250.00	53,856.50	19,957.99	

ALBERTA
AGENCY PLANTS AND VALUES as AT DECEMBER 31st, 1938
(Explanation - see last page)

Agency	Site	Whse	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Not Except Land
BULK PLANTS								
Andrew	R.R.	N.S.O.	16 x 24	C.10-7		2,859.00	1,023.50	1,835.50
Banff	R.R.	N.S.O.	20 x 30	V.10 V. 8		2,709.00	1,028.50	1,680.50
Bassano	N.S.O,	N.S.O.	16 x 24	C.10-7 V.10	240.00	3,864.00	1,368.00	2,496.00
Bentley	R.R.	N.S.O.	16 x 24	C.10-7		2,854.00	1,021.00	1,833.00
Bowden	R.R.	N.S.O.	16 x 24	C. 5-5 V.10 - To move out		2,680.00	972.00	1,708.00
Brooks	R.R.	N.S.O.	16 x 24	C. 8-8 C.10-7		4,729.00	1,584.50	3,144.50
Calgary	N.S.O.	N.S.O. Whse Boiler Room Repair Shop Garage "	43 x 79 32 x 44 16 x 30 24 x 30 23 x 45	6 V.10) 1 V-12) Light 1 V.47) goods Also 3 V.10) 6 V.6) Oils 6. 8-8)	6,000.00	35,299.00	13,854.30	21,444.70
Camrose	N.S.O.	N.S.O.Whse " Garage Office	30 x 40 25 x 30 16 x 18 16 x 18	6 V.6	500.00	8,342.50	3,253.25	5,089.25
Carstairs	R.R.	N.S.O.	18 x 24	C. 8-8		2,680.00	946.00	1,734.00
Chauvin	R.R.	N.S.O.	16 x 24	2 C.10-7		4,784.00	1,600.00	3,184.00
Chipman	R.R.	N.S.O.	16 x 24	C. 8-8		2,745.00	978.50	1,766.50
Drumheller	R.R.	N.S.O.Whse Office	16 x 32 10 x 12	C.10-7 V. 8		4,025.00	1,478.50	2,546.50

Exhibit 493 (9)

Alberta Agency Plants and Values, Dec. 31st, 1938.

Agency	Site	Whse	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Bulk Plants (Cont'd)								
Duchess	R.R.	N.S.O.	16 x 24	C.10-7		2,859.00	1,023.50	1,835.50
Edmonton	N.S.O.	N.S.O.Whse.	35 x 50	7 V.10	9,530.16	15,568.00	7,444.80	8,123.20
		Garage	20 x 56	2 V.12				
Foremost	R.R.	N.S.O.	18 x 24	C.10-7		2,859.00	1,023.50	1,835.50
Fort Saskat-chowan	R.R.	N.S.O.	18 x 24	C.10-7		2,854.00	1,021.00	1,833.00
Hanna	R.R.	N.S.O.	18 x 20	2 C.10-7		5,160.00	1,788.00	3,372.00
Heisler	R.R.	N.S.O.	18 x 24	C.10-7		2,859.00	1,023.50	1,835.50
Innisfree	R.R.	N.S.O.	16 x 24	C.10-7		2,859.00	1,023.50	1,835.50
Lacombe	R.R.	N.S.O.	16 x 24	2 C. 5-5		3,960.00	1,400.00	2,560.00
				1 V.12				
Leduc	R.R.	N.S.O.	16 x 24	C. 8-8		2,745.00	978.50	1,766.50
Legal	R.R.	N.S.O.	18 x 24	C. 8-8		2,705.00	958.50	1,746.50
Lethbridge	N.S.O.	N.S.O.Whse	48 x 52	6 V.10	2,000.00	8,008.00	3,086.00	4,922.00
		Garage	20 x 26					
Lloydminster	N.S.O.	N.S.O.Whse	26 x 40	3 V.10	3,500.00	6,379.00	2,329.50	4,049.50
		Office	10 x 12	C.10-7				
		Garage	20 x 24					
Lougheed	R.R.	N.S.O.	16 x 24	C.10-7		2,854.00	1,021.00	1,833.00
Lundbreck	R.R.	N.S.O.	20 x 26	V.12		2,744.00	1,034.00	1,710.00
				V.10				
Medicine Hat	N.S.O.	N.S.O. Whse	26 x 40	4V.10	175.00	5,941.00	2,188.50	3,752.50
		Office	10 x 12	1 V.12				

Exhibit 493 (10)

-3- Alberta Agency Plants and Values, Dec. 31st, 1938.

Agency	Site	Whse.	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Bulk Plants (Cont'd)								
Milk River	R.R.	N.S.O.	26 x 26	2 V.10		3,500.00	1,264.00	2,236.00
Mundare	R.R.	N.S.O.		1 V.12				
McLeod	N.S.O.	N.S.O.	16 x 24	C.10-7		2,859.00	1,023.50	1,835.50
			16 x 24	C.10-7	100.00	4,729.00	1,584.50	3,144.50
Mayerthorpe	R.R.	N.S.O.	16 x 24	G. 8-8				
				C.10-7		3,494.00	1,213.00	2,281.00
Nanton	R.R.	N.S.O.	24 x 26	V. 8				
Olds	R.R.	N.S.O.Whse	16 x 24	C. 8-8		3,185.00	1,198.50	1,986.50
		Office	10 x 12	C. 5-5		3,080.00	1,142.00	1,938.00
Penhold	R.R.	N.S.O.	16 x 24	H.10				
Provost	R.R.	N.S.O.	20 x 26	C. 8-8		2,815.00	1,013.50	1,801.50
				V.10		4,669.00	1,610.50	3,058.50
				V.12				
Raymond	R.R.	N.S.O.	16 x 24	C.10-7				
				C. 8-8		3,589.00	1,242.50	2,346.50
Red Deer	N.S.O.	N.S.O.Whse.	20 x 42	V.10				
		Office	10 x 12	3 V.10	525.00	6,225.00	2,264.50	3,960.50
Rimbey	R.R.	N.S.O.	16 x 24	C. 8-8				
Smoky Lake	R.R.	N.S.O.	16 x 24	C.10-7		2,854.00	1,021.00	1,833.00
				C. 8-8		3,484.00	1,196.00	2,288.00
Stettler	R.R.	N.S.O.Whse.	24 x 32	V. 8				
		Office	10 x 12	3 C. 5-5		6,215.00	2,279.50	3,935.50
		Garage	20 x 24	V.10				
Three Hills	R.R.	N.S.O.Whse	16 x 24	2. 1/2 U.G.				
		Office	10 x 12	C.10-7		3,109.00	1,148.50	1,960.50

-4- Alberta Agency Plants and Values, Dec. 31st, 1938

Agency	Site	Whse	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Bulk Plants (Cont'd								
Vegreville	R.R	N.S.O.Whse	24 x 16	V. 8		4,202.00	1,549.00	2,653.00
		Office	10 x 10	C. 8-8				
Viking	R.R	N.S.O.	24 x 48	C. 10-8		5,230.00	1,823.00	3,407.00
				C. 8-8				
Waterways	R.R	N.S.O.Whse.	18 x 24	2 V.10		4,599.00	1,813.50	2,785.50
		Whse.	24 x 30	V.12				
		Office	15 x 18					
Westlock	R.R	N.S.O.Whse.	18 x 24	C. 8-8		3,764.00	1,330.00	2,434.00
		Office	10 x 12	V.10				
Wetaskiwin	R.R	N.S.O.Whse.	20 x 30	2 V.10		3,775.00	1,401.50	2,373.50
		Office	12 x 12	V.12				
Willingdon	R.R	N.S.O.	16 x 24	C. 8-8		3,279.00	1,149.50	2,129.50
				V.12				
TOTAL -- 47					$22,570.16	$22,580.50	$84,719.85	$141,860.65

Explanation:

R.R.	--	Railway site
N.S.O.	--	Company owned
C.10-7	--	Compartment tank, 10,000 and 7,000 gallon
6 V.10	--	6 vertical tanks of 10,000 gallon capacity each
2C.10-7	--	2 compartment tanks each of capacity of 10,000 and 7,000 gallons
Private	--	Site owned by private individual and leased by us.

Depreciation rates used in above values:

Sheet metal warehouses	---	5%	tanks	---	3%
Pumps, motors, scales	---	5%	Pipework	---	3%
			Brick warehouses	---	2½%

Exhibit 493 (12)

Alberta Agency Plants and Values, Dec. 31st, 1938.

Agency	Site	Whse	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Barrel Stations:								
Alix	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Barrhead	Private	N.S.O.	16 x 32			761.00	380.50	380.50
Big Valley	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Blackie	N.S.O.	N.S.O.	18 x 24		50.15	511.00	255.50	255.50
Bruderheim	R.R.	N.S.O.	18 x 30			761.00	380.50	380.50
Cadogan	Private	Leased				49.00	24.50	24.50
Calmar	Private	Leased				49.00	24.50	24.50
Cereal	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Claresholm	R.R.	N.S.O.	18 x 30			761.00	380.50	380.50
Cluny	R.R.	N.S.O.	16 x 20			489.00	244.50	244.50
Clyde	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Craigmyle	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Daysland	R.R.	N.S.O.	18 x 20			461.00	230.50	230.50
Donalda	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Endiang	Private	Leased				49.00	24.50	24.50
Etzikom	Private	Leased				-	-	-
Forestburg	Private	Leased				49.00	24.50	24.50
Granum	R.R.	N.S.O.	24 x 36			761.00	380.50	380.50
Hairy Hill	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Hussar	N.S.O.	N.S.O.	16 x 24		300.00	511.00	255.50	255.50

exhibit 493 (13)

Alberta Agency Plants and Values, Dec. 31st, 1938.

Agency	Site	Whse.	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Barrel Stations (Cont'd)								
Irricana	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50 Vacant
Milo	R.R.	N.S.O.	18 x 24			511.00	255.50	255.50
Minburn	Private	Leased				-	-	-
Morinville	N.S.O.	N.S.O.	16 x 24		100.00	511.00	255.50	255.50
Monarch	Private	Leased				-	-	-
Pibroch	Private	N.S.O.	16 x 20			461.00	230.50	230.50 Vacant
Picardville	R.R.	N.S.O.	12 x 20			361.00	180.50	180.50
Queenstown	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Rosebud	R.R.	N.S.O.	20 x 30			761.00	380.50	380.50 Vacant
Rockyford	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Stavely	R.R.	N.S.O. Whse.	18 x 28			1,011.00	505.50	505.50
		Office	10 x 12					
St. Paul	R.R.	N.S.O.	16 x 28			511.00	255.50	255.50 Vacant
Stony Plain	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Sylvan Lake	Private	Leased				49.00	24.50	24.50
Tofield	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50 Vacant
Trochu	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Veteran	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Vimy	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50
Vulcan	R.R.	N.S.O.	16 x 24			511.00	255.50	255.50

Exhibit 493 (14)

-7- Alberta Agency Plants and Values, Dec. 31st, 1938,

Agency	Site	Whse.	Size	Tanks	Value Land	Value Plant	Deprec. Plant	Net except Land
Barrel Stations (Cont'd)								
Wainwright	R.R	N.S.O.	20 x 28			761.00	380.50	380.50
	Private							
Walsh	Private	Leased				-	-	-
Warspite	Private	Leased				49.00	24.50	24.50
					$450.15	$18,374.00	$9,187.00	$9,187.00

TOTAL --	Company owned	27
	Leased	10
	Active	37
	Vacant	5

Exhibit 493 (15) & (16)

NORTH STAR OIL, LIMITED
and its subsidiary
PETROLEUM REALTY CORPORATION, LIMITED

Consolidated Balance Sheet at 31st December, 1938

Statement 1

ASSETS

Current Assets:		
Cash at Banks		$ 7,330.55
Sundry Debtors--Less Reserve for Doubtful Debts		1,139,664.18
Stock in Trade, per inventories and stock records, valued on the basis of cost or market whichever is lower, as determined from cost or other records; certified by T. N. Clayton, Vice-President and General Manager		1,018,594.33
Prepaid Expenses		7,460.94
Expense Funds in Hands of Employees		14,811.15
TOTAL CURRENT ASSETS		$2,185,867.15
Investment, at cost		20,000.00
CASH AND SECURITIES HELD BY THE ROYAL TRUST COMPANY AS TRUSTEE:		
Cash	$ 4,628.01	
Bonds of Petroleum Realty Corporation, Limited--Par Value $24,500.00--at cost	21,315.00	
		25,943.01
FIXED ASSETS:		
Real Estate, at cost	$ 560,269.02	
Plant, Buildings and Equipment, at cost	$3,295,925.02	
Less Reserve for Depreciation	1,456,227.54	
	1,437,957.48	
Iron Barrels and Drums at cost	$ 820,061.74	
Less Reserve for Depreciation	478,864.77	
	341,196.97	
TOTAL FIXED ASSETS		2,339,483.47
Goodwill and trade marks	771,197.24	
Less Reserve	771,196.24	1.00
Deferred Charges:		
Discount on Bonds of Petroleum Realty Corp., Ltd., less amount written off and discount on bonds redeemed and cancelled		26,521.91
		$4,597,756.54

Approved on Behalf of the Board:
H.F. Osler, Director.
W.T. Gwyn, Director.

LIABILITIES AND CAPITAL

CURRENT LIABILITIES:		
Accounts Payable		$1,873,111.41
Bank Loan		140,000.00
Reserve for Income Taxes		19,601.03
TOTAL CURRENT LIABILITIES		$2,032,712.44
FIRST MORTGAGE SINKING FUND BONDS OF PETROLEUM REALTY CORPORATION, LIMITED--Due 1st June, 1950		
Authorized	$2,000,000.00	
Issued--Series "A"	$650,000.00	
Less Redeemed and Cancelled	240,500.00	
	$ 409,500.00	
Issued Series "B"	688,000.00	
		1,097,500.00
The Interest on the oustanding bonds is payable at the rate of 2% per annum to 1st December, 1939, and at 6½% per annum thereafter		
CAPITAL:		
Authorized and Issued:		
200,00 7% Cumulative Redeemable Preferred Shares of $5.00 each (redeemable at option of Company on any dividend date at 115%)		$1,000,000.00
200,000 Common Shares of No Par Value		200,000.00
		1,200,000.00
CAPITAL SURPLUS:		
Balance at 31st December, 1937	$ 115,445.38	
Less Book value of Real Estate abandoned and written off	42,720.71	
		72,724.67
EARNED SURPLUS:		
Balance at 31st December, 1937	$214,787.26	
Profit for year ended 31st December, 1938, after charging extraordinary expenses of $65,223.71--per Statement H	50,032.17	
	$264,819.43	
Less Dividends on Preferred Shares	70,000.00	
		194,819.43
CONTINGENT LIABILITY--in respect of guarantee of Bank Loan of an Agent of the Company	$ 60,000.00	
CUMULATIVE PREFERRED DIVIDENDS IN ARREAR	$ 70,000.00	
		$4,597,756.54

AUDITORS' REPORT

To the Shareholders,
North Star Oil, Limited, Winnipeg

We have audited the foregoing Balance Sheet with the books and vouchers relating thereto and, in accordance with the provisions of the Companies Act (Dominion), we report that we have obtained all the information and explanations we have required. We further report that, in our opinion, the Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Companies' affairs in consolidated form at 31st December, 1938, according to the best of our information and the explanations given to us, and as shown by the books.

Sinnipeg, 28th Feb. 1939.

GEORGE A. TOUCHE & CO.
Chartered Accountants, Auditors.

Exhibit 493 (17)

Statement 11

NORTH STAR OIL, LIMITED
and its subsidiary
PETROLEUM REALTY CORPORATION, LIMITED

Consolidated Statement of Income and Expenditure for the Year Ended 31st December, 1938.

Profit from Operations		$442,748.28
DEDUCT:		
Depreciation	$252,907.42	
Bond Interest	22,020.01	
Executive Salaries	28,999.92	
Directors' Fees	2,000.00	
Solicitors' Fees	1,565.05	
		307,492.40
Profit from the Year's Operations before providing for Income Taxes		$135,255.88
DEDUCT:		
Extraordinary Expenses--		
Cost of Moving Plants	$27,345.89	
Expenses of a non-recurring nature arising out of the purchase of the assets of Prairie Cities Oil Co., Limited (including Legal Fees of $21,350.00)	$37,877.82	
	$65,223.71	
Provision for Income Taxes--		
On profits of the current year	$18,000.00	
On profits of prior years	2,000.00	
	20,000.00	
		85,223.71
Net Profit for the Year Ended 31st Dec. 1938.		$ 50,032.17

AUDITORS: George A. Touche & Co.

TRANSFER AGENT AND REGISTRAR: The Toronto General Trusts Corp. Winnipeg and Toronto

HEAD OFFICE: Winnipeg, Man.

		Record Page
EXHIBIT 494 -	Copy letter, dated July 12th, 1939, from Mr. Clayton of the North Star to Mr. Cottle, showing new prices for products purchased from Imperial Oil. Extended in full in Record, see page 11,603 et seq.....	11,603
EXHIBIT 495 -	Submission on behalf of the Ethyl Corporation presented by the witness Kaley. Extended in full in the Report, see page 11,665 et seq.....	11,665
EXHIBIT 496 (a) (b) and (c)	Two photostatic copies and one typewritten copy of Canadian patents held by the Ethyl Corporation	11,666
EXHIBIT 497	(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) These are photostatic copies of the Ethyl and [illegible] contracts existing between the Ethyl Corporation and the Canadian Oil companies as enumerated on page 11672 of the Report. See page 11,675 See Exhibits 500 and 501 following	11,675
EXHIBIT 498 -	A file of letters and acceptance forms produced by the witness Kaley modifying the provisions of the Ethyl licence and sales agreements. (Canadian) See page 11,680 of the Record	11,680
EXHIBIT 499 -	Document similar to Exhibit 498 only having reference to the [illegible] contracts	11,680

EXHIBIT 500

LICENSE AND SALES AGREEMENT

ETHYL

ETHYL GASOLINE CORPORATION

With

_____

_____

Dated _____

EXHIBIT 500

Canada Form Ethyl B-39

ETHYL GASOLINE CORPORATION

LICENSE AND SALES AGREEMENT

THIS AGREEMENT, made in duplicate this .....
by and between ETHYL GASOLINE CORPORATION, a Delaware Corporation, as Licensor (however, for the purpose of more easily distinguishing between it and Licensee the Licensor will be referred to hereafter as Seller), and

.....
a.....corporation, as Licensee (however, for the purpose of more easily distinguishing between it and Licensor, the Licensee will be referred to hereafter as Buyer).

WHEREAS, the Seller has been and is engaged in the devising and development of "ETHYL" Brand of Anti-Knock Compound (the basic ingredient of which is mow tetraethyl lead) which is for use in small proportions with motor fuel to reduce and/or prevent knocking of internal combustion engines, and is the sole and exclusive licensee under certain patents therefor, name, United States Patents Number 1,573,846 of February 23, 1926, and Number 1,668,022 of May 1, 1928, and Number 1,787,419 of December 30, 1930, and Canadian Patents Number 256,353 and Number 256,354 of December 15, 1925, and Number 290,586 of June 18, 1929, among others; and

WHEREAS, Buyer is engaged in the business of refining and selling gasoline and desires to sell during the continuance of this agreement a gasoline which is of high quality, and for this purpose is desirous of purchasing said anti-knock compound from

Seller and obtaining from it a license under said patents to mix said anti-knock compound with gasoline (thereby manufacturing under said patents the resultant product known and sometimes hereafter referred to as Ethyl Gasoline) and to sell same; and

WHEREAS, the Seller has promulgated certain rules and regulations to be observed in connection with the handling and mixing of the said anti-knock compound with gasoline and the distribution, use and consumption of the gasoline when treated with said anti-knock compound (which embody those recommended by the Surgeon General of the United States Public Health Service, after having given special study to the subject.)

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the presmises and of the covenants and agreements hereinafter set forth, said parties agree as follows:

I. LICENSE Seller hereby licenses Buyer to manufacture said Ethyl Gasoline,and to sell and to deliver same in the territory mentioned in the addendum hereto and on the following terms:

(a) To oil companies holding a license from Seller to manufacture gasoline containing said anti-knock compound, on condition, however, that the said product will be resold--whether directly or indirectly--under the brand name of the purchasing licensee and that both the vendor and purchaser thereof guarantee that it at least conforms to the standard of quality as herein specified.

(b) To oil refining companies and jobbers who hold a license from Seller to sell(but not manufacture) Ethyl Gasoline.

EXHIBIT 500 continued

(c) To actual users or consumers thereof or to retail dealers for delivery directly by said dealers to users and consumers thereof.

(d) Buyer will furnish Seller from time to time, upon request by the latter, a list of points at which gasoline treated with said anti-knock compound is sold by it as contemplated in paragraphs "(a)" and "(b) and the amount thereof, and also a list of said purchasers. Buyer agrees to discontinue deliveries to any licensee (referred to in paragraphs "(a)" and "(b)" above) immediately upon notice to Buyer by Seller of the revocation of such licensee's license.

It is understood between the parties that "gasoline " includes any motor fuel; "anti-knock compound" refers to "ETHYL" Brand of Anti-Knock Compound,and "treated Gasoline" means any gasoline or motor fuel with which the "ETHYL" Brand of Anti-Knock Compound is mixed, wherever same may appear in this agreement.

I. Purchase nd Sale of nti-Knock ompound

Seller agrees to sell to Buyer said anti-knock compound, on orders received therefor, in suitable drums (containing not less than 50 U.S. Gallons of said anti-knock compound) or in tank cars, f.o.b. Seller's plant, but on shipments made in Seller's tank cars Seller will prepay and absorb the freight from Seller's plant to destination, on the following terms:

Effective on the signing of this agreement, the Seller agrees to sell and Buyer to pay Seller for all shipments of said anti-knock compound the sum of nine dollars and eighty-four and one-tenths cents ($9.841) U.S. Currency per U.S. Gallon of commercially pure tetraethyl lead contained therein (which is equivalent to twenty-six one-hundredths (26/100) of a cent per cubic centimeter of commercially pure tetraethyl lead). Payment for said tetraethyl

lead is to be made net cash within thirty (30) days after shipment.

Buyer shall pay Seller ten dollars ($10) for each drum in which said anti-knock compound is shipped and shall return the drums with thirty (30) days after they are emptied to Seller, freight collect, at such place or places as Seller may from time to time designate, and Seller shall pay Buyer ten dollars ($10) for each such drum so returned in as good conditions as received by Buyer, ordinary wear and tear excepted.

III. HEALTH REQUIREMENTS RELATIVE TO HANDLING AND MIXING ETHYL FLUID, AND DISTRIBUTION OF GASOLINE CONTAINING IT

(a) The mixing of said anti-knock compound with gasoline shall be done only at refinery or bulk points, and then only upon prior written consent thereto by Seller.

(b) The type and construction of the equipment and the system employed for mixing shall in all cases meet with the approval of Seller.

(c) Buyer agrees that it will carry out the handling and mixing of said compound with gasoline and the distribution and sale of the treated gasoline in accordance with the rules and regulations now in existence or which may be hereafter issued from time to time by the Seller (it being understood that they do and will include those issued by the Surgeon General of the United States Public Health Service), and any governmental agency having jurisdiction in the premises.

(d) Buyer agrees that whenever it sells said treated gasoli for resale it will obligate the purchaser to comply with the provisions of the preceding paragraphs insofar as such provisions may apply to health measures in connection with its distribution and sale, and will supply the purchaser with notices giving infor-

mation, instructions, and rules for the guidance of employees and the public. In making such sales, Buyer agrees to reserve the right to and will cancel such contract or contracts of sale in the event the purchaser or purchasers do not comply with any of the said requirements. Further, Buyer will require the said purchaser or purchasers to impose similar obligations for any and all subsequent sales of the said gasoline for resale, including the reserved right of cancellation and agreement to cancel for failure to comply.

(c) Medical and mechanical representatives of Seller shall be afforded every reasonable facility to inspect any of the apparatus, equipment or other property used by Buyer and the system employed by it, in connection with the handling of said anti-knock compound, and the manufacture, distribution and sale of said gasoline. Buyer agrees to carry out and make the changes and/or repairs as such inspectors may from time to time reasonably require. Buyer agrees to permit the medical representative of Seller to examine anyone under the control of Buyer whose work may have exposed him to the said anti-knock compound or to said treated gasoline, at any reasonable time said representatives may desire, and to follow all reasonable recommendations of such representatives as to observation, care and treatment of such persons. It is agreed Seller assumes no responsibility for or by reason of the issuance, promulgation or following of such rules, regulations and recommendations, nor as a result of such inspections and/or changes and repairs made as required by Seller, and Buyer agrees to hold Seller harmless for any injury or injuries or claim based upon an injury or alleged injury that may happen to an employee or employees of the Buyer or to anyone else in connection with Buyer's handling of said anti-knock compound and/or process of manufacturing and/or distribution of said treated gasoline, except in cases of proven negligence on the part of the Seller or its legal representatives.

EXHIBIT 500 continued

V. DELAYS
N SHIPMENTS

In case shipment of the said anti-knock compound ordered by Buyer shall at any time be delayed no liability for damage shall arise against Seller on account thereof. However, if the delay shall result from a lack of sufficient quantity on hand to enable Seller to make shipments to all licensees pursuant to their orders, Seller agrees in thatevent to use its best effort in allocating to Buyer such proportion of the available anti-knock compound as Buyer's orders bear to the total orders of all licensees.

STANDARD-
ATION (FOR
E IN
UTOMOBILES)

The amount of "ETHYL" fluid to be added to Buyer's gasoline should be at least sufficient--as determined by Seller's laboratory--to make it equal in a ti-knock value to the standard Ethyl Gasoline as fixed by Seller. reasonable number of samples of said standard will be supplied Buyer on request.

The method of determining the amount of "ETHYL" fluid to be added to Buyer's gasoline shall be the present A.S.T.M. Procedure, (D 357-33T).

The parties hereto recognize that it would be detrimental to the good will in and reputation of said compound if it were used in gasoline not conforming to a certain standard of quality, and the parties therefore agree that the said anti-knock compound shall not be mixed or sold with any gasoline that does not have the following distillation characteristics:

From April 1st to October 1st, to wit:

Not less than 10% evaporated at 158 degrees Fahrenheit.
Not less than 50% evaporated at 284 degrees Fahrenheit.
Not less than 90% evaporated at 392 degrees Fahrenheit.

EXHIBIT 500 continued 7.

From October 1st to April 1st, to wit:

Not less than 10% evaporated at 149 degrees Fahrenheit.
Not less than 50% evaporated at 284 degrees Fahrenheit.
Not less than 90 %evaporated at 392 degrees Fahrenheit.

Residue shall not be more than 2%

Sulphur content shall not be more than 0.10%.

Corrosion: A clean copper strip shall not show more than extremely slight discoloration when submerged in the gasoline for 3 hours at 122 degrees Fahrenheit.

Gum: The parties hereto appreciate that improperly refined gasoline may contain gum-forming substances in sufficient amount to interfere with the proper operation of an internal combustion motor, and Buyer agrees that it will use due diligence to prevent the mixing of "ETHYL" fluid with such gasoline; In the event Seller shall determine from samples of such gasoline as may be submitted by Buyer for blending with "ETHYL" fluid that by reason of gum content it would be detrimental to the reputation of said anti-knock compound to treat such grade of gasoline with "ETHYL fluid , then such decision shall be accepted by Buyer as final.

The parties recognize that it may be expedient to change Seller's standard of quality and/or methods of test from time to time to keep abreast of advances in the art of refining and/or automotive engineering, and therefore Seller reserves the right to make changes at any time upon giving ninety (90) days' written notice in advance to Buyer.

EXHIBIT 500 continued 8.

In order to insure that the Ethyl Gasoline manufactured by Buyer under this licese conforms to at least the minimum requirements of this agreement, the following procedure shall be followed in reference to each and every individual proposed mixture of said anti-knock compound with Buyer's gasoline (unless written exception may have been made by Seller because of the existence of unusual circumstances) to wit:

1. Buyer shall send to Seller's laboratory a sample of the base stock proposed to be mixed by Buyer.

2. Seller's laboratory shall test it and its determination shall be accepted as final by Buyer.

3. If Seller reports that the sample is a gasoline meeting its requirements as a base stock for mixture with said "ETHYL" fluid, then Buyer will mix at least the amount of tetraethyl lead per gallon of gasoline so found to be required by Seller's laboratory.

4. Buyer will then send to Seller's laboratory a sample of the product so mixed, and agree not to deliver any part of said mixture unitl it has received information from Seller that it meets the above specifications.

Buyer also agrees to use its best endeavors to insure that all Ethyl Gasoline sold by it and delivered to the consumer directly or through resellers, shall conform to a standard of quality at least equal to said specifications, and will not make further deliveries to any reseller in whose possession the said product is found not to conform to said specifications, unless an explanation satisfactory to Seller shall be made in writing by said reseller.

The minimum content of commercially pure tetraethyl lead in said Ethyl Gasoline manufactured and/or sold by the Buyer hereunder shall be one and eight one-hundredths (1-8/100) cubic centimeters per Imperial Gallon of gasoline, and the maximum content of said tetraethyl lead shall be three and six-tenths (3-6/10) cubic centimeters per Imperial Gallon of gasoline.

The parties hereto appreciate that gasoline for use in aircraft should have certain characteristics different from those for use in automobile motors of today and that it might be detrimental to the good will in reputation of said anti-knock compound if the minimum standard referred to in this clause "V" should be used in aircraft motors. It is, therefore, agreed that the Buyer will not sell said gasoline for use in aircraft except under emergency circumstances.

I. AME OF RODUCT

(a) Buyer agrees that in selling, offering for sale and/or advertising all gasoline treated with said anti-knock compound as provided in this agreement (except in sales to licensed refiners referred to in subdivision "(a) of Clause "I", and as may be otherwise granted in writing by Seller) it will apply to said gasoline the name .....Ethyl gasoline (and none other) with the registered trade-mark design and name of Seller connected therewith and in a form satisfactory to Seller, and will obligate purchasers for resale to conform to this requirement.

If any purchaser for resale as herein stated fails to comply with this provision then Buyer will discontinue the sale of gasoline treated with said anti-knock compound to such purchaser.

Buyer agrees that in selling Ethyl Gasoline, as licensed to do under subdivision "b" of said Clause "I", it will reserve the right under such contract or contracts of sale to and will cancel same, and will not make delivery of said treated gasoline to any such

licensee upon receipt of written notice from Seller of the revocation of the license.

VII BUYER'S OBLIGATION TO DEVELOP BUSINESS

Buyer agrees that it will advertise and diligently push the use and sale of .....Ethyl Gasoline.

VIII. DEFENSES OF CLAIMS OF INFRINGEMENT OF TRADE-MARKS AND PATENTS

(a) Buyer recognizes the validity of all letters Patent relating to the said anti-knock compound and its use of which Seller is now or may be within the terms of this contract the sole and exclusive licensee, and agrees, during the period of this License agreement, not to engage in such practices as may infringe the Seller's patent rights, as aforesaid.

(b) Seller agrees, at its own expense, to defend Buyer and/or its customers in any action or actions that may be brought alleging that the use and/or sale in Buyer's gasoline of the anti-knock compound so supplied by Seller ingringes any Letters Patent; and Seller agrees to pay any and all judgments for damages or profits arising out of such litigation that may be assessed against Buyer and/or its customers, thereby saving them harmless therefrom; all provided, however, that Seller shall be given prompt notice of any claim of infringement and is permmtted to take full charge of the defense of any such suit or suits.

(c) Seller agrees to assume any and all responsibility for trade-mark, label or analogous infringement, including rights relating to unfair competition, with which Buyer or those to whom it sells for resale may be charged for employing in their advertisements the trade-marks of Seller and Seller will, at its own expense defend any or all litigation based on the use of such trade-marks and pay a y judgment or judgments that may be awarded to the plaintiff in the premises or the amount of an6 settlement therein, if settlement be made by Seller, all provided Seller is promptly notified of such claim and permitted to have full control of defending same.

EXHIBIT 500 continued

IX. TERM AND TERMINATION OF CONTRACT

The term of this license shall extend to December 31, 1939 and indefinitely thereafter, subject, however, to the rights of cancellation as follows:

(a) Either party may at any time cancel this license agreement for failure of the other party to comply with any of its terms and conditions by serving written notice on the other of its election so to do.

(b) Without waiving any of Seller's rights set forth in this instrument, the Seller shall have the right in December of any year to substitute for this a new form of license and Sales Agreement containing such changes and/or additions hereto as it may deem expedient, and same to become effective at the end of the following March; or it may in December of any year notify in writing the Buyer of any such chages and/or additions to this instrument, which when accepted by Buyer shall have the same force and effect--commencing as of the end of the folowing March--as if embodied in a new form of License and Sales Agreement; provided, however, that such changes and/or additions (whether included in a new form or evidenced by written notice from Seller to Buyer) do not impair the obligations of the Seller as set forth in Clause "VIII" entitled "Defenses of Claims of Infringements of Trade-Marks and Patents", and are to apply for general use with other licensees in the Dominion of Canada holding a similar form of license. If Buyer shall not indicate acceptance of any such new form by signing and returning same to Seller within sixty(60) days after its receipt from Seller, or if Buyer shall not give written notice to Seller of Buyer's acceptance of such changes and/or additions with in sixty (60) days after receipt of notice thereof from Seller(in the event such changes and/or additions are not embodied in a formal document) then this License and Sales Agreement shall immediately become null and void

(c) The Buyer shall have the right (with or without cause) to terminate this License and Sales Agreement, or any revision thereof, at any time on giving Seller one hundred and Eighty (180) days' notice in writing to that effect and Seller shall have the right (with or without cause) to terminate this License and Sales Agreement, or any revision thereof, at any time after December 31, 1939 on giving to Buyer twelve (12) months(notice in writing to that effect.

(d) Notice to either party under any provision of this license shall be deemed good and sufficient if sent by registered mail to the last known post office address of such party.

(e) Upon the termination of this agreement or any revision and/or renewal thereof, Buyer agrees to discontinue the sale and/or advertisement for sale of gasoline containing any of said anti-knock compound, and the use of the name Ethyl or Ethyl Gasoline in any manner, and also the use of any trade-mark design or trade name belonging to or controlled by Seller.

. CONTRACT
O CONSTITUTE
HOLE
GREEMENT

Any license mentioned herein is and shall be non-exclusi and this instrument embodies the whole contract between the parties. No change, addition or erasures of any printed portion hereof (except the filling in of blank lines) shall be valid or binding upon either party, except as provided above. It is declared that there are no oral or other agreements or under standings between the parties affecting this agreement.

This agreement supersedes all previous agreements relating to the subject matter hereof between Buyer and Seller and/or between Buyer and Seller's assignor, the General Motors Chemical Company; and, further, constitutes a personal contract. Buyer shall not transfer or assign same or any part hereof nor shall Buyer sell or

EXHIBIT 500 continued 13

offer for sale Ethyl Gasoline to any person, firm or corporation by means of brokerage or other than through Buyer's own organization, without Seller's written consent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Attest: ETHYL GASOLINE CORPORATION

..... By.....

Secretary President

Attest:

..... By.....

Secretary President

EXHIBIT 500 continued

14.

A D D E N D U M

TERRITORY:

Province of .....

.....

.....

.....

.....

EXHIBIT 501

LICENSE AND SALES AGREEMENT

"( )"

ETHYL GASOLINE CORPORATION

with

_____

_____

Dated _____

EXHIBIT 501 1.

Form Canada B-39

ETHYL GASOLINE CORPORATION

LICENSE AND SALES AGREEMENT

THIS AGREEMENT, made in duplicate this ..... by and between ETHYL GASOLINE CORPORATION, a Delaware Corporation, as Licensor (however, for the purpose of more easily distinguishing between it and Licensee the Licensor will be referred to hereafter as Seller,) and

.....

a .....corporation, as Licensee (however, for the purpose of more easily distinguishing between it and Licensor, the Licensee will be referred to hereafter as Buyer).

WHEREAS, the Seller has been and is engaged in the devising and development of " " Brand of Anti-Knock Compound (the basic ingredient of which is now tetraethyl lead) which is for use in small proportions with motor fuel to reduce and/or prevent knocking of internal combustion engines, and is the sole and exclusive licensee under certain patents therefor, namely, United States Patents Number 1,573,846 of February 23, 1926, and Number 1,668,022 of May 1, 1928 and Number 1,787,419 of December 30, 1930, and Canadian Patents Number 256,353 and Number 256,354 of December 15, 1925, and Number 290,586 of June 18, 1929, among others; and

WHEREAS, Buyer is engaged in the business of refining and selling gasoline and desires to purchase said anti-knock compound from Seller and obtain from it a license under said patents to mix said anti-knock compound with gasoline and to sell the resultant product; and

EXHIBIT 501 conttinued 2.

WHEREAS, the Seller has promulgated certain rules and regulations to be observed in connection with the handling and mixing of the said anti-knock compound with gasoline and the distribution, use and consumption of the gasoline when treated with said anti-knock compound (which embody those recommended by the Surgeon General of the United States Public Health Service, after having given special study to the subject.)

WHEREAS, the Seller and Buyer entered into a certain License and Sales Agreement entitled "Canada Form Ethyl B-39", on ..... which provides for the sale from Seller to Buyer of said anti-knock compound to be mixed with Buyer(s gasoline under said patents, thereby manufacturing ..... Ethyl Gasoline with various terms and conditions with respect to the manufacture and sale thereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and of the covenants and agreements hereinafter set forth, said parties agree as follows:

LICENSE Seller hereby licenses Buyer to manufacture said gasoline containing said anti-knock compound, and to sell and deliver same in the territory mentioned in the addendum hereto and on the following terms:

(a) To oil companies holding a license substantially similar to this from Seller to manufacture gasoline containing said anti-knock compound, on condition, however, that the said product will be resold--whether directly or indirectly-- under the brand name of the purchasing licensee and that both the vendor and

EXHIBIT 501 continued

purchaser thereof guarantee that it at least conforms to the standard of quality as herein specified.

(b) To oil refining companies and jobbers who hold a license from Seller to sell (but not manufacture) said gasoline.

(c) To actual users or consumers thereof or to retail dealers for delivery directly by said dealers to users and consumers thereof.

(d) Buyer will furnish Seller from time to time, upon request by the latter, a list of points at which gasoline treated with said anti-knock compound is sold by it as contemplated in paragraphs "(a)" and "(b)" and the amount thereof, and also a list of said purchasers. Buyer agrees to discontinue deliveries to any licensee (referred to in paragraphs "(a)" and "(b)" above) immediately upon notice to Buyer by Seller of the revocation of such licensee's license.

It is understood between the parties that "gasoline" includes any motor fuel; "anti-knock compound" refers to "Q" Brand of Anti-Knock Compound, and "treated gasoline" means any gasoline or motor fuel with which the "Q" Brand of Anti-Knock Compound is mixed, wherever same may appear in the agreement.

II PURHCASE AND SALE OF ANTI-KNOCK COMPOUND

Seller agrees to sell to Buyer said anti-knock compound, on orxers received therefor, in suitable drums (containing not less that 50 U.S. Gallons of said anti-knock compound) or in tank cars, f.o.b. Sellers' plant, but on shipments made in Seller's tank cars Seller will prepay and absorb the freight from Seller's plant to destination, on the following terms:

EXHIBIT 501 continued

Effective on the signing of this agreement the Seller agrees to sell and Buyer to pay Seller for all shipment os said anti-knock compound the sum of nine dollars and eighty-four and one-tenths cents ($9.841) U.S. Currency per U.S. Gallon of commercially pure tetraethyl lead contained therein (which is equivalent to twenty-six one-hundredths (26/100) of a cent per cubic centimeter of commercially pure tetraethyl lead. Payment for said tetraethyl lead is to be made net cash within thirty (30) days after shipment.

Buyer shall pay Seller ten dollars ($10) for each drum in which said anti-knock compo nd is shipped and shall return the drums within thirty(30) days after they are emptied to Seller, freight,collect, at such place or places as Seller may from time to time designate, and Seller shall pay Buyer ten Dollars ($10) for each such drum so returned in as good condition as received by Buyer, ordinary wear and tear excepted.

III HEALTH REQUIREMENTS

Subdivision "(a)", "(b)", "(c)","(d)", and "(e)", of Clause "III", entitled "Health Requirements" of the said License and Sales Agreement made by the parties hereto, dated ..... are made a part of this License and Sales Agreement.

IV DELAYS IN SHIPMENTS

The provisions of Clause "IV", entitled "Delays in Shipments", of the said License and Sales Agreement made by the parties hereto, dated ..... are made a part of this License and Sales Agreement.

EXHIBIT 501 continued

V STANDARDIZATION (FOR USE IN AUTOMOBILES)

The amount of said anti-knock compound to be added to Buyer's said gasoline shall be an amount--as determined by the present A.S.T.M. procedure (D357-33T)-- to make the resultant product manufactured under this agreement have at the time of sale to the consumer an anti-knock value of not more than seventy (70) octane number, except by the written consent of the Seller.

The parties agree that said anti-knock compound shall not be mixed or sold with any gasoline that does not at least conform to the following specifications:

A. Distillation:-

From April 1st to October 1st, to wit:

Not less than 10% evaporated at 158 degrees Fahrenheit.
Not less than 50% evaporated at 284 degrees Fahrenheit.
Not less than 90% evaporated at 392 degrees Fahrenheit.

From October 1st to April 1st, to wit:

Not less than 10% evaporated at 149 degrees Fahrenheit.
Not less that 50% evaporated at 284 degrees Fahrenheit.
Not less than 90% evaporated at 392 degrees Fahrenheit.

Residue shall not be more than 2%.

B. Sulphur:-

Sulphur content shall not be more than 0.10%.

C. Corrosion -

A clean copper strip shall not show more than extremely slight discoloration when submerged in the gasoline for 3 hours at 122 degrees Fahrenheit.

EXHIBIT 501 continued

D. Gum:-

The parties hereto appreciate that improperly refined gasoline may contain gum-forming substances in sufficient amount ot interfere with the proper operation of an internal combustion motor, and Buyer agrees that it will use diligence to prevent the mixing of said anti-knock compound with such gasoline.

The maximum content of said tetraethyl lead shall be three and six-tenths (3-6/10) cubic centimeters per Imperial Gallon of Gasoline treated.

Buyer will be responsible for the quality of said treated gasoline and guarantees to maintain the standards of quality and restrictions on tetraethyl lead content hereinbefore laid down.

Buyer agrees to submit to Seller's laboratory samples of said treated gasoline from time to time on request.

Buyer will not sell said gasoline for use in aircraft except in emergency circumstances.

VI. NAME OF PRODUCT

(a) Buyer agrees that in selling, offering for sale and/or advertising said treated gasoline as provided in this agreement, it will apply to said gasoline the name ..... except in sales to licenses refiners referred to in subdivisions "(a)" and "(b)" of Clause "I", and as may be otherwise granted in writing by Seller

If any purchaser shall resell said treated gasoline under a name other than .....

except as herein provided, then Buyer will discontinue the sale of said treated gasoline to such purchaser unless an explanation satisfactory to the parties hereto shall be made by the purchaser.

(b) Buyer will not usedthe Ethyl trade-markeor design or the "Y" trade-mark or design or the name of the Ethyl Gasoline Corporation, or the word "ETHYL" or "Y" either alone or in combination with any other name, word or words, or design, in the sale, offering for sale, and advertising of said treated gasoline under this license. Furthermore, if any purchaser for resale as herein stated fails to comply with this provision, then Buyer will discontinued the sale of said gasoline to such purchaser.

VII COLOR Buyer agrees that the gasoline manufactured under this license shall be colored ..... and that it will not sell any other gasoline of substantially similar color.

VIII DEFENSES OF CLAIMS, ETC. The provisions of Clause "VIII", entitled "Defenses of Claims of Infringement of Trade Marks and Patents", of said License and Sales Agreement of the parties hereto, dated ..... are made a part of this License and Sales Agreement.

IX. TRANSFORM "Y" TO "ETHYL" BRAND Seller hereby licenses Buyer to transform said "Y" Brand of Anti-Knock Compound into Ethyl Brand of Anti-Knock Compound, in accordance with such regulations as may be established from time to time by Seller, whereupon said Ethyl Brand of Anti-Knock Compound shall become subject

to all the requirements of the License and Sales Agreement dated ..... between Seller and Buyer relating to the use and mixing of Ethyl Brand of Anti-Knock Compound with gasoline to produce Ethyl Gasoline.

X. TERM AND TERMINATION OF CONTRACT

All the terms, provisions and conditions of Clause "IX", excepting subdivisions "(e)" thereof, of the License and Sales Agreement between the parties hereto, dated ,. ..... are made a part of this License and Sales Agreement.

Upon the termination of this agreement and/or revision or renewal thereof, Buyer agrees to discontinue the sale and/or advertisement for sale, of said treated gasoline.

Furthermore, and without prejudice to any of the Seller's rights aforementioned, in the event that said License and Sales Agreement between the parties, hereto, dated .... shall terminate, then this agreement shall automatically terminate, as of the same date.

XI. CONTRACT TO CONSTITUTE WHOLE AGREEMENT

Any license mentioned herein is and shall be non-exclusive, and this instrument embodies the whole contract between the parties respecting the subject matter hereof. No change, addition or erasures of any printed portion hereof (excepting the filling in of blank lines) shall be valid or binding upon either party, except as provided above. It is declared that there are no oral or other agreements or understandings between the parties affecting this agreement.

This agreement constitutes a personal contract. Buyer shall not transfer or assign same or any part hereof without Seller's written consent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Attest:

ETHYL GASOLINE CORPORATION

.....
Secretary

By.....
President

Attest:

.....
Secretary

By.....
President

EXHIBIT 501 continued

A D D E N D U M

TERRITORY:

Province of .....

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RECORD PAGE

EXHIBIT 502 - Photostatic copies of Ethyl Corporation's contract with jobbers
See page 11,684 of the Record 11,684

EXHIBIT 503 - Regulations for handling and mixing Ethyl fluid (by means of tank equipment)
See page 11,686 of the Report..... 11,686

EXHIBIT 504 - Regulations for handling and mixing Ethyl fluid (by means of barrel equipment). See page 11,686 of the Record 11,686

EXHIBIT 505 - Blue-prints and specifications covering tank types used for handling and mixing Ethyl fluid.
See page 11,687 of the Report 11,687

EXHIBIT 506 - Blue-prints and specifications for drum installation plants for handling and mixing Ethyl fluid by means of barrel equipment.
See page 11,688 of the Report 11,688

EXHIBIT 507- Folder containing five photographs of tank installation. See page 11,688 of the Report 11,688

EXHIBIT 508- Folder containing five photographs od drum installation. See page 11,688 of the Report 11,688

EXHIBIT 509- Plate to be placed on vending pumps indicating gasoline containing Tetraethyl lead. See page 11,690 of the Record 11,690
issued by Ethyl Gasoline Corporation to be placed on the pumps vending Ethyl Gasoline "For use as a motor fuel only. Contains Lead (Tetraethyl)

EXHIBIT 510 - Canadian Registration of Trade Mark of the Ethyl Gasoline Corporation.
See page 11,694 of the Record 11,694

EXHIBIT 511 - A Booklet issued by The Ethyl Gasoline Corporation entitled "Sparks, Octanes and Performance".
See page 11,694 of the Record 11,694

Exhibit 512 (1)

MAPLE LEAF PETROLEUM LIMITED
OTHER CAPITAL EMPLOYED IN THE PROVINCE OF
ALBERTA, DECEMBER 31st, 1938.

CODE	ACCOUNT			
	CURRENT ASSETS (NET)			
	CASH ON HAND AND IN BANKS			
100	Cash in Banks and on Hand	$ 58,510.78		
104	Petty Cash Funds	400.00	$ 58,910.78	
	TRADE ACCOUNTS AND BILLS RECEIVABLE (LESS RESERVES)			
131	Trade Notes Receivable	887.97		
140	Trade Accounts Receivable - Current	54,025.01		
141	Trade Accounts Receivable - Suspended	13.221.26		
145	Remittances Unapplied	154.21 (R)		
146	Cash Sales	2,774.20		
670	Liability for Iron Barrels in Customers' hands	232.00 (R)		
		70,522.23		
189	DEDUCT: Reserve for Doubtful Accts. Rec.	19,550.00 (R)	50,972.23	
	OTHER ACCOUNTS RECEIVABLE			
180	Agents' Accounts Receivable	683.79		
181	Advance Expense Funds	1,100.00		
185	Claims Receivable	48,511.20		
188	Other Accounts Receivable	1,654.74		
		51,949.73		
189	DEDUCT: Reserve for Doubtful Accts. Rec.	47,399.26 (R)	4,550.47	
	INVENTORIES			
205	Products Finished and Unfinished	135,438.56		
225	Materials and Supplies	9,470.69	144,909.25	259,342.73
	TOTAL CURRENT ASSETS			$ 259,342.73
	CURRENT LIABILITIES			
	ACCOUNTS PAYABLE			
140	Trade Accts. Rec. - Credit Balances	574.59		
267	Accts. Rec. Deferred Credit Balance	810.99		
510	Vouchers Payable	744.86		
514	Liability for Goods Received-not invoiced	357.69		
515	Liability for Freight & Express	935.29		
545	Federal Excise, Sales & Gasoline Taxes	7,274.06		
588	Other Accounts Payable	1,396.24		
590	Salaries, Wages & Commissions Payable	12,041.84		
682	Gilbert and Barker	1,225.76	25,361.32	
	TOTAL CURRENT LIABILITIES			25,361.32
	CURRENT ASSETS (NET)			$ 233,981.41

(R) Means Red Figures

Exhibit 512 (2)

MAPLE LEAF PETROLEUM LIMITED

OTHER CAPITAL EMPLOYED IN THE PROVINCE OF ALBERTA

DECEMBER 31st, 1938.

CODE	ACCOUNT		
	DEFERRED ACCOUNTS RECEIVABLE, MORTGAGES AND MISCELLANEOUS LOANS AND ADVANCES		
264	Long Term Notes Receivable (As per Schedule "A")	$ 9,589.93	
267	Accounts Receivable-Deferred " " " "B"	32,779.98	
288	Mortgages Receivable on Real " " " "C" Property	20,939.85	
		63,309.76	
289	DEDUCT: Reserve for Doubtful Accounts Receivable	1,341.03(R)	
	TOTAL DEFERRED ACCOUNTS RECEIVABLE, MORTGAGES ETC.		$ 61,968.73
	DEFERRED AND PREPAID CHARGES		
298	Deposits and Other Special Funds	293.10	
411	Prepaid Licenses	95.61	
412	Prepaid Insurance	112.28	
412-1	Prepaid Insurance Workmen's Compensation Board	2.63	
415	Prepaid Rentals	771.01	
	TOTAL PREPAID AND DEFERRED CHARGES		1,274.63
	GRAND TOTAL - OTHER CAPITAL EMPLOYED		$ 297,224.77

Sarnis, Ontario.
June 12, 1939.
GWP:MB

(R) Means Red Figures

Exhibit 512 (3)

MAPLE LEAF PETROLEUM LIMITED

ANALYSIS OF PROFIT AND LOSS ACCOUNT FOR THE YEAR 1938

INCOME		PER LEDGER ACCOUNTS	
TRADING AND OR OPERATING			
Gross Sales	$ 798,199.93		
Consumed in Operations	353.69	$ 798,553.62	
Inventory at beginning of period	111,437.89		
Merchandise bought for sale	614,485.96		
	725,923.85		
Less Inventory at end of period	135,438.56		
Cost of Goods Sold		590,485.29	
GrossTRADING OR OPERATING PROFIT (AS per Schedule "D")			$ 208,068.33
RENTS OR ROYALTIES			
Rents Received (As per Schedule "E") Column 7		4,286.89	4,286.89
OTHER INTEREST			
Interest on Power Deposits		.40	
Interest on Prepaid Taxes		2.47	
Interest on Mortgages etc.		692.17	695.04
OTHER SOURCES			
Commission on Collection of Fuel Oil Tax		6,406.33	
Unclaimed Commercial Cheques		81.95	
Profit on Sales of Fixed (Capital) Assets on Motor Vehicle		90.83	
			6,579.11
TOTAL INCOME			$ 219,629.37
TOTAL DEDUCTIONS PER PAGE #4			250,652.74
		Net Loss	$ 31,023.37(R)

(R) Means Red Figures

Exhibit 512 (4)

MAPLE LEAF PETROLEUM LIMITED

ANALYSIS OF PROFIT AND LOSS ACCOUNT FOR THE YEAR 1938

DEDUCTIONS		PER LEDGER ACCOUNTS	
GENERAL EXPENSE			
Salaries and Wages (Operating)	$ 34,971.10	$	$
Salaries (Maintenance)	2,948.59		
Vacation Salary and Wages	575.00		
Sickness and Accident	501.58	38,996.27	
Fire Insurance		-	
Travelling		14,581.35	
Auto Expense		367.01	
Stationery and Supplies		2,430.59	
Advertising		5,958.97	
Light, Heat, Power and Water		1,068.82	
Repairs and Maintenance		5,034.51	
Telephone and Telegraph		3,650.41	
Postage		1,417.06	
Commissions (As per Schedule "G")		133,586.59	
Professional Fees		1,235.97	
Sundry			
Other Marketing Expenses		9,962.73	
Insurance		392.96	
Auditing Expense		1,629.97	
Alberta Registration Fee		1.10	220,314.31
RENTS OR ROYALTIES			
Rents Paid (As per Schedule "E") Column 6		12,841.45	12,841.45
DEPRECIATION			
Marketing Depreciation(as per Schedule "F")		9,251.67	9,251.67
DOMINION, PROVINCIAL AND MUNICIPAL TAXES			
Municipal Taxes (As per Schedule "E") Column 8		3,737.29	
Privilege Taxes (Pump License)		205.14	
Province of Alberta Corporation Tax		500.00	
Province of Alberta Fuel Oil License		329.84	4,772.27
BAD DEBTS			
Provision for Reserve		2,176. 70	2,176.70
OTHER DEDUCTIONS			
Loss on Sale of Scrap		519.76	
Small Debit & Credit Balances closed out		25.97	
Plant and Equipment Retirement Loss		240.37	
Loss on Sale of Fixed (Capital) Assets			
Other Equipment		116.60	
Charges re Fuel Oil Claims		388.04	
Sundry		5.60	1,296.34
TOTAL DEDUCTIONS			$ 250,652.74

Sarnia, Ontario.
June 12, 1939.
GWP:DR

Exhibit 512 (5)

MAPLE LEAF PETROLEUM LIMITED

STATEMENT OF FIXED (CAPITAL) ASSETS AND RESERVES

AS OF DECEMBER 31st, 1938

		Asset Value Dec. 31,1938	Reserves Dec.31,1938	Depreciated Value Dec. 31,1938
		$	$	$
02	OTHER LANDS, LEASES AND EASEMENTS	2,750.40	-	2,750.40
06	PLANT AND EQUIPMENT			
	Railroad Sidings	200.00	72.50	127.50
	Buildings	27,890.22	10,695.61	17,194.61
	Tanks	39,198.14	14,947.61	24,250.53
	Truck Tanks	8,585.31	6,943.82	1,641.49
	Equipment	20,251.96	9,828.17	10,423.79
	Office Furniture and Fixtures	5,611.34	3,448.23	2,163.11
	Drums	68,144.71	43,442.97	24,701.74
	Motor Equipment			
	(Cars (1 Buick Sedan)	1,651.58	206.46	1,445.12
		171,533.26	89,585.37	81,947.89
08	Incomplete Construction	-	-	-
	TOTAL	$ 174,283.66	$ 89,585.37	$ 84,698.29

(See Also Schedule "E")
Columns 2 & 3, 4 & 5

Sarnia, Ontario.
June 12, 1938.
GWP:ED

MAPLE LEAF PETROLEUM LIMITED

COMPARATIVE ANALYSIS OF MARKETING EXPENSE

12 MONTHS 1938 & 1937

LINE No.	CLASSIFICATION	B Commission Stns. Amount	B Inc. Dec.	C Loaned Equipment Co. Amount	C Inc. Dec.	F Owned Stns. Amount	F Inc. Dec.	G Supervision & Salesmen Amount	G Inc. Dec.	Office Amount	Office Inc. Dec.	I Co. S. Stns. Leased to Dealers Amount	I Inc. Dec.	J Other Expense Amount	J Inc. Dec.	TOTAL Amount	TOTAL Inc. Dec.
	DIRECT CONTROLLABLE														1078	34971.10	740(R)
1	Salaries & Wages - Operating			3.98	4(R)	10415.00	213(R)	10342.50	370(R)	14209.62	1231(R)					2948.59	1931(R)
1A	" " " - Maintenance			111.28	77(R)	1298.79	315(R)					705.38	706(R)	833.14	833(R)	575.00	655
1B	" " " Vacation & Lay off					90.00	185	57.50	205	427.50	265					501.58	502(R)
2	Sickness & Accident					501.58	502(R)									133586.59	33364(R)
3	Commissions	133586.59	33364(R)													4774.17	4774(R)
4	Repairs					4065.85	4066(R)	192.49	192(R)	353.58	354(R)	162.25	162(R)				
5	Materials (Own)			164.72	165(R)		4968								1643	164.72	6446
6	Materials & Labor (Others)			95.62	96(R)											95.62	96(R)
7	Tires							7.71	8(R)							7.71	8(R)
8	Advertising (Branch)													5958.97	758(R)	5958.97	758(R)
9	Cheap Tanks			.50												.50	
10	Damage to Property										732			836.22	836(R)	836.22	104(R)
11	Exchange					6.40	6(R)									6.40	6(R)
12	Fuel					355.00	355(R)					2535.21	2535(R)			2890.21	2890(R)
13	Leased Property Expense													1235.97	30(R)	1235.97	80(R)
14	Legal															367.01	1394
15	Medical							367.01	1394							463.41	463(R)
16	Motor Vehicle Expense					463.41	463(R)									1417.06	321(R)
17	Outside Drayage					224.42	224(R)			1192.64	97(R)					1065.82	1069(R)
18	Postage					1040.03	1040(R)					28.79	29(R)			180.27	180(R)
19	Power & Light					116.85	117(R)	63.42	63(R)							11434.99	508(R)
20	Products Consumed					1770.78	329(R)	16.50	17(R)	1800.00	25(R)	7847.71	137(R)			4286.99(R)	22(R)
22	Rent Paid											4286.89(R)	22(R)			2430.59	408(R)
22A	Rent Received (Cr.)									2430.59	408(R)					1747.48	1747(R)
24	Stationery													1747.48	1747(R)	940.82	6461
25	Steel Bbl. Expense													585.01	2191	2563.43	801
26	Sundry				19	353.07	2844		446	2.74	961					3650.41	210(R)
27	Supplies			.15		1708.26	1656	103.71	104(R)	519.95	520(R)	231.36	232			14581.35	3732(R)
28	Telephone & Telegraph					1124.27	1124(R)			2526.14	914					225112.10	38156(R)
29	Travelling Expense			57.10	57(R)	1907.39	1907(R)	11133.49	309(R)	493.40	467(R)	368.43	370(R)	621.54	622(R)		
30	TOTAL DIRECT CONTROLLABLE	133586.59	33364(R)	433.35	380(R)	25441.10	1010(R)	22284.33	982	23956.16	230(R)	7592.24	4190(R)	11818.33	36	10658.13	1797(R)
	DIRECT NON-CONTROLLABLE																
34	Depreciation			373.77	114(R)	6995.38	653(R)	329.56	199	557.52	557(R)	168.53	168(R)	2233.37	504(R)	392.96	194
35	Licenses & Insurance					84.75	85(R)	76.25	76(R)	197.79	198(R)	34.17	33(R)		586	150.91	151(R)
35A	Workmen's Compensation					55.67	55(R)	33.82	34(R)	61.42	62(R)					3942.43	226(R)
36	Taxes			77.50	78(R)	3545.37	169			223.91	223(R)	96.65	96(R)			15144.43	100 (R)
37	TOTAL DIRECT NON-CONTROLLABLE			451.27	192(R)	10681.17	624(R)	439.63	89	1039.64	1040(R)	299.35	297(R)	2233.37	82		
38	TOTAL DIRECT	133586.59	33364	884.62	572(R)	36122.27	1634(R)	22723.96	1071	24995.30	1270(R)	7891.59	4487(R)	14051.70	118	240256.53	40138(R)
	INDIRECT																
39	Advertising - General													175.37	41(R)	175.37	41(R)
40	Annuity - Insce. - Stock													175.37	41(R)	175.37	41(R)
41	Total Indirect													14227.07	77	240431.90	40179(R)
42	TOTAL DIVISION EXPENSE	133586.59	33364(R)	884.62	572(R)	36122.27	1634(R)	22723.96	1071	24995.80	1270(R)	7891.59	4487(R)	2854.55	2718(R)	2854.55	2718(R)
43	Administration - General													17081.62	2641(R)	243286.45	42897(R)
44	TOTAL MARKETING EXPENSE	133586.59	33364(R)	884.62	572(R)	36122.27	1634(R)	22723.96	1071	24995.80	1270(R)	7891.59	4487				
	PER GALLON COST																
45	Total Direct Controllable	N1 3.80	.01(R)	T5 .16	-	N3 .66	.16	N3 .58	.20	N3 .62	.16	N4 1.91	.89(R)	N3 .30	.09	N3 5.81	.43
46	" Direct	N1 3.80	.01(R)	T5 .32	-	N3 .93	.22	N3 .59	.20	N3 .64	.15	N4 1.99	.97(R)	N3 .36	.11	N3 6.20	.47
47	" Marketing Expense	N3 3.45	.11(R)	N3 .02	-	N3 .93	.22	N3 .59	.20	N3 .64	.15	N3 .21	.10(R)	N3 .44	.05	N3 6.28	.41

(R) Means Red Figures

MAPLE LEAF PETROLEUM LIMITED

Exhibit 512 (6A)

COMPARATIVE ANALYSIS OF MARKETING EXPENSE

	MISC. OPERATING & INCOME ACCTS (NET)	Acct. 58	Acct. 61	Acct. 75	Acct. 77	Acct. 88		Account 68	TOTAL
50	Commissions	6406.33(R)							6406.33(R)
51	Reserve for Doubtful Accts. Rec.	2176.70							2176.70
52	Sale of Scrap Materials	519.76							519.76
53	Customers Small Balances Adjusted	12.46(R)							12.46(R)
54	Miscellaneous Small Items	45.54							45.54
55	Interest Credits		695.04(R)						695.04(R)
56	Plant & Equipment Retirements			240.37					240.37
57	P.orL. from Sales of Capital Assets				25.77				25.77
58	Other Direct Charges or Credits					-			-
	Other Miscellaneous Income								
59	Total Misc.Operating & Income(Net)	3676.79(R)	695.04(R)	240.37	25.77			89.06(R)	89.06(R)
60	Total Marketing Expense (44)							89.06(R)	4194.75(R)
61	Net Grand Total Expense								243286.45
									239091.70

	SALES	TOTAL GALLONS This Year	Inc. or Dec.	%	ELIMINATED GALLONS This Year	Inc. or Dec.	%		NET TOTAL GALLONS This Year	Inc. or Dec.	%
T 1	Commission Sales	3515777	875342	24.90	-	-	-	N 1	3515777	875342	33.15
T 2	Direct Sales	497953	70393	16.46	138250	66430	100.00	N 2	359703	3963	1.11
T 3	Total Sales	4013730	945735	30.82	138250	66430	100.00	N 3	3875480	879305	29.35
T 4	Memo: S. Stn. Leased to Dealers	396062	64462	19.43	-	-	-	N 4	396062	64462	19.43
T 5	" : Loaned Equipment	273211	No Record 1937	-	-	-	-	N 5	273211	No Record 1937	-
T 6	" : Plant Throughput	5377724	" " 1937	-	-	-	-	N 6	5377724	" " "	-

WAREHOUSE EXPENSE	Main Plant name This yr.	last yr.	Second Plant name This yr.	last yr.	Third Plant name This yr.	Last yr.	other Plants This yr.	Last yr.
Salaries & Wages	6205.41	5351.39	4077.99	3566.54	1596.14	575.50	425.83	-
No. of Warehouses	1	1	1	1	1	1	25	25
" " Storage Tanks	13	11	6	6	6	3	84	81
" " Barrels Filled - Lubs.	2571	-	1	-	-	-	-	-
" " " " - Other	9322	11543	5038	3039	2359	-	-	-
" " Packages Filled - all products	437	-	407	-	5	-	-	-
" " Bbls.shipped-all products	11934	11783	5467	3095	2320	-	-	-
" " Pkgs. " " "	499	-	478	-	2	-	-	-
" " Warehouse Employees	4	5	3	3	1	-	-	-
Net Total Throughput	1269038	-	520014		353080	-	323559.	-

BARRELS	This yr.	Last yr.
No. of Galvanized Bbls. on hand - full and empty	2873	2630
" " barrels loaned to customers	5320	4030
" " " outstanding on Sales Ledgers	29	27
" " " Written off as worthless	174	251
" " " Painted	17642	8607
" " " Repaired	246	211

LOANED EQUIPMENT	This yr.	Last yr.
No. of underground Storage Tanks	20	14
No. of Gasoline Pumps	21	12
" " Grease Outfits	8	1
" " Lub Tanks	11	1
" " Other Equipment	15	3

EMPLOYEES	Memo Temporary	Sotal Staff This yr.	Last yr.
Supervision		1	1
Salesmen General		4	3
Office Clerks	1	12	9
Construction Men		2	2
General Labor		5	6
Plant Superintendents		3	2

OFFICE STATISTICS	This yr.	Last yr.
No. of accts. Rec. - Current	218	206
" " " " - E.B.R.	81	72
" " " " - Suspended	100	125
" " " " - Spec. Susp.	-	-
" " " " - Farm	10	42
Total	409	445

PAINTING	This yr.	Last yr.
No. of Warehouses painted	1	-
" " Service Stations painted	4	6
" " Other Buildings painted	1	4
" " Storage Tanks painted	2	-
" " Gasoline Pumps Painted	189	112
" " Lub Tanks Painted	17	-
" " Customer's Premises Painted	-	4
" " Agent's Tanks Painted	25	-

COMMISSIONS	Amount	Average per gal. This yr.	Inc./Dec.
Pd. to UFA White Products incl.Gas	109124.28	3.205	.042(R)
" " " Lubs. & Greases	23336.92	21.02	.08
" Direct	2410.06	.50	
" back by UFA	1284.67	(R)2.10	(R)
Total Net Commissions	133586.59	3.80	-

ADVERTISING	Amount
Service Stn. & Dealer Signs	257.21
Agent's Motor Vehicles	652.83
Road Signs	590.23
Sign Maintenance	872.57
Authorized by S-224	975.00
Other Advertising	2611.13
TOTAL	5958.97

DONATIONS	Amount
Cash - $100.00 and under	35.00
" - over $100.00	
Merchandise	
Total Donations	25.00

(R) Means Red Figures

Exhibit 512 (7)

Schedule "A".

LONG TERM NOTES RECEIVABLE

Acct. 264

NAME	ADDRESS	Bal. as of Dec. 31/38
R. B. Hunt	Calgary	$ 218.66
I. R. Mackintosh	Edmonton	348.71
J. C. Robb	Calgary	109.69
H. J. Follensbee	Calgary	513.20
J. B. McCracken	Edmonton	450.00
V. Sinclair	Calgary	370.00
Glen Taylor	Calgary	450.00
H. U. Whitaker	Edmonton	381.12
U.F.A. Central Co-op.	Calgary - Mayerthorpe Plant	200.71
" " "	" - Crossfield "	910.32
" " "	" - Vilna "	455.04
" " "	" - Strome "	344.00
" " "	" - Rainier "	561.66
" " "	" - Innisfail "	457.47
" " "	" - Thorsby "	1382.26
" " "	" - Warburg "	641.05
" " "	" - Fairview "	1796.04
		$ 9589.93

Exhibit 512 (8)

Scedule "B"

ACCOUNTS RECEIVABLE DEFERRED

Acct. No. 267

MAPLE LEAF ACCOUNTS:

NAME	PLACE	Bal. as of Dec. 31/38
A. M. Peers	Acadia Valley	$ 127.27
Central Alberta Dairy Pool	Alix	19.30
" " " "	"	509.00
" " " "	"	210.60
" " " "	Red Deer	19.30
J. A. Harvey	Barrhead	85.00
Wm. Owen	Bloomsbury	77.35
H. E. Smith	Busby	39.00
H. E. Smith	"	125.00
E. Botterell	calgary	35.32
E. Botterell	Calgary	125.00
Walter Boote	Ogden	504.00
Dench Limited	Calgary	225.00
Dench Limited	Calgary	225.00
Skow & Stagg	Calgary	141.01
H. J. Follensbee	Calgary	324.77
J. G. Gunn	Hubalta	125.00
J. G. Gunn	Hubalta	283.87
R. R. Packer	Calgary	149.10
A. E. Portman	Calgary	407.00
Schmidt's	Calgary	36.00
Skow & Stagg	Calgary	200.00
Velvet Oil Co.	Calgary	4.41
W. Lee	Cardston	211.12
K. L. Gilchrist	Crossfield	431.85
N. E. Jones	Dewberry	174.80
Bell Bros.	Edmonton	212.60
Bell Bros.	Edmonton	650.00
A. Bichan	Edmonton	127.50
Capital Service Stn.	Edmonton	29.70
S. J. Holland	Edmonton	164.00
S. Hughes	Edmonton	59.80
F. Smith	Edmonton	125.00
J. Beguin	Foremost	150.40
J. A. Diebert	Foremost	100.00
G. W. Gunningham	High River	148.00
R. W. Rogers	Iron Springs	357.01
C. H. Reynar	Leduc	230.00
C. H. Reynar	Leduc	725.27
E. E. James	Magrath	862.37
O. A. Reynar	Millet	609.00
Baker & Mehlen	Nemiscam	212.50
Okotoks Motor Co.	Okotoks	1502.19
Floyd Brown	Olds	260.93
H. Hendrickson	Patricia	91.00
Clark's Garage	Ponoka	125.00
G. D. Clark	Ponoka	180.00
Fertile Valley Creamery	Ponoka	65.00
W. L. Gee	Ponoka	435.00
Nels Lasson	Hobbema	97.55
Lynn & Sparks	Ponoka	89.10

Exhibit 512 (9)

Schedule "B"

NAME	PLACE	Bal. as of Dec. 31/38	
M. E. Nicholson	Water Glen	$ 240.00	
T. B. Wright	Rimbey	251.33	
V. Pederson	Rockyford	279.63	
V. Pederson	Rockyford	819.30	
H. C. Rishardson	Edmonton	9.89	
H. C. Richardson	Edmonton	301.30	
C. Mertz	Maybutt	371.50	
E. N. Peterson	Stirling	664.00	
E. N. Peterson	Stirling	200.00	
Chas. Keeling	Strathmore	27.85	
Chas. Keeling	Strathmore	56.14	
M. C. Hammond	Tofield	64.69	
J. Ewanchuk	Vilna	13.50	
J. Ewanchuk	Vilna	117.36	
Armey Motors	Vulcan	65.00	
S. R. Bowerman	Wainwright	395.00	
N. J. McFadyen	Heath	276.00	16576.48
EQUIPMENT SOLD BY U.F.A. FINANCED BY MAPLE LEAF:			
THREE HILLS MOTORS	Three Hills	1200.00	
R. W. Hay	Irma	70.15	
Henry Holte	Hay Lakes	108.00	
Vegreville Co-op.	Vegreville	116.06	
Walter Boote	Ogden	224.10	
R. C. Schofield	Alliance	198.54	
Bruce Gibb	Hillspring	133.32	
C. A. Stoltz	Silver Heights	37.80	
Lee & Gordon	Youngstown	144.40	
Johnson's Garage	Cereal	66.64	
U.F.A. Pembina Co-op.	Westlock	66.64	
U.F.A.Pembina Co-op.	Westlock	115.65	
R. C. Schofield	Alliance	121.24	
R. Gilchrist	Crossfield	144.00	
Ben Ell	Grassy Lake	288.00	
A. E. Beairsto	Egremont	324.00	
Fredericks & Bietz	Jefferson	158.40	
A. E. Beairsto	Egremont	43.20	
T. Ingoldsby	Lethbridge	288.00	
F. F. Boychuk	Spedden	414.00	
L. M. Adams	Roselea	156.00	
J. Ewanchuk	Vilna	136.50	
J. F. Sidor	Warwick	144.00	
M. McRae	Federal	58.50	
Rochfort Co-op	Rochfort Bridge	288.00	
Elk Point Co-op	Elk Point	144.00	
Hatch & Scheuerman	Brooks	624.00	
Thos. Holley	Pickardville	156.00	
U.F.A. Coronation Ass'n.	Consort	340.64	
U.F.A. Coronation Ass'n.	Consort	234.00	
G. B. Hager	Alliance	156.00	
W. J. Phillips	Holden	189.00	
J. T. Bullied	Campsie	136.50	
T. Holley	Pickardville	144.00	
Saunders & Edgar	Rimbey	1125.00	

Exhibit 512 (10)

Schedule "B"

NAME	PLACE	Bal as of Dec. 31/38.	
P. Spaapen	Binkloss	$ 166.50	
Neerlandia Co-op. Ass'n.	Neerlandia	112.50	
H. W. Rogers	Vauxhall	486.00	
Parkview Trading Co.	Josephburg	333.00	
K. Wengzynowski	Elk Point	315.00	
R. W. Rogers	Iron Springs	91.00	
Lee & Gordon	Youngstown	84.27	
Bruce L. Gibb	Hillspring	48.12	
A. Leavitt	Leavitt	438.14	
Fredericks & Bietz	Jefferson	404.42	
U.F.A. Pembina Ass'n.	Westlock	546.69	
U.F.A. Central Co-op.	Calgary - Lacombe, St.Paul Innisfail and Rimbey Plants	4121.26	
" " "	" Cardston "	218.40	
" " "	" Innisfail "	134.06	
" " "	" Lacombe "	134.06	
" " "	" Castor	255.80	16203.50
T O T A L			$ 32,779.98

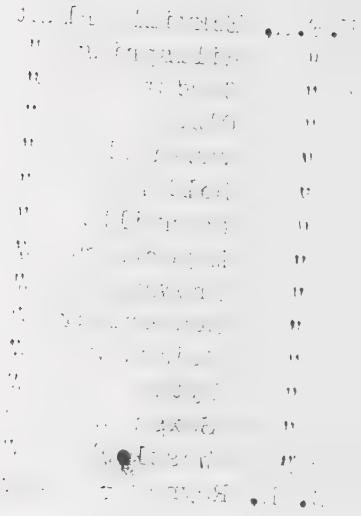
Exhibit 512 (11)

Schedule "C"

MORTGAGES RECEIVABLE ON REAL PROPERTY

Acct. 288

	Bal. Owing Dec. 31/38
U.F.A. Eckville Plant	$ 941.94
" Hillspring "	584.31
" Cardston "	2428.07
" Olds "	2049.62
" Vauxhall "	1130.63
" Holden "	1204.04
" Mannville "	1220.98
" Mayerthorpe "	1220.91
" Brownvale "	1584.64
" Beaverlodge "	1795.94
" Grimshaw "	1923.00
" Hythe "	1138.89
" Sexsmith "	1761.88
" Westlock "	1800.00
C. H. Reynar - Leduc	155.00
	$ 20,939.85



	MAPLE LEAF GASOLINE		WHITE GASOLINE		TURNER VALLEY GASO.		TRACTOR GASOLINE		ETHYL GASOLINE		ILLUMINATING KERO.	
	Gals.	Amount	Gals.	Amount	Gals.	Amount	Gals.	Amount	Gals.	Amount	Gals.	Amount
Sales	1393978	$ 261167.21	43996.5	$ 9114.95	125034	$ 16750.51	1496947	$ 244902.75	222670.6	$ 46272.05	108632	$ 21791.38
Consumed in Oper.							1707	185.59				
	1393978	261167.21	43996.5	9114.95	125034	16750.51	1498654	245088.34	222670.6	46272.05	108632	21791.38
Inventory Dec. 31/37	14615.17		1808.11		2300.73		21501.30		4108.78		5781.62	
Purchases - 1938	198136.71		7569.00		13846.37		187895.42		39875.10		19100.72	
	212751.88		9377.11		16147.10		209396.72		43983.88		24882.34	
Inventory Dec. 31/38	22512.59		2376.26		1098.39		24231.02		9557.91		6202.49	
Cost of Sales		190239.29		7000.85		15048.71		185165.70		34425.97		18679.85
Gross Trading Profit		70927.92		2114.10		1701.80		59922.64		11846.08		3111.53
Per Gallon		5.088¢		4.80¢		1.36¢		3.998¢		5.32¢		2.86¢

	HEAVY DISTILLATE		MAPLE LEAF LUBE OIL		ALTALUBE OIL		OTHER OILS		DIESEL OIL		GREASES	
	Gals.	Amount	Gals.	Amount	Gals.	Amount	Gals.	Amount	Gals.	Amount	Lbs.	Amount
Sales	478388	$ 70848.68	76354.1	$ 63073.48	21156.1	$ 13023.18	7971.4	$ 5546.32	26229	$ 3565.46	112869.2	$ 11917.34
Consumed in Oper.	19	2.69	66.3	35.54	6.0	2.95					66.0	5.28
	478407	70851.37	76420.4	63109.02	21162.1	13026.13	7971.4	5546.32	26229	3565.46	112935.2	11922.62
Inventory Dec. 31/37	12878.72		20441.13		7392.52		5272.04		365.40		14909.87	
Purchases - 1938	55330.80		35646.55		8890.47		3927.07		3085.12		6396.60	
	68259.52		56087.68		16282.99		9199.11		3448.52		21306.47	
Inventory Dec. 31/38	13392.47		22488.58		7684.81		4437.85		429.67		12691.34	
Cost of Sales		54967.05		33599.10		8598.18		4761.26		3018.85		8615.13
Gross Trading Profit		15984.32		29509.92		4427.95		785.06		546.61		3307.49
Per Gallon		3.34¢		38.61¢		20.92¢		9.84¢		2.08¢		2.928¢ Lb.

Exhibit 512 (13)
Schedule "D"

	TIRES & TUBES Amount	BATTERIES Amount	ACCESSORIES Amount	MISC. MDSE. Amount	TOTAL
Sales	$ 14389.06	$ 1185.55	$ 138.09	$ 14513.92	$ 798199.93
Consumed in Operation	121.64				353.69
	14510.70	1185.55	138.09	14513.92	798553.62
Inventory Dec. 31/37	-	-	-	64.50	111437.89
Purchases - 1938	20530.48	894.55	120.63	13190.37	614485.96
	20530.48	894.55	120.63	13254.87	725923.85
Inventory Dec. 31/38	8272.93	-	-	62.25	135438.56
Cost of Sales	12257.55	894.55	120.63	13192.62	590485.29
Gross Trading Profit	2253.15	291.00	17.46	1321.30	208068.33

STATEMENT OF INVESTMENT, DEPRECIATION, RENTS (PAID & RECEIVED) AND TAXES

	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	
		Investment		Depreciation					Depreciated Value December 31, 1938		
MAPLE LEAF STATIONS	1938 Sales Gals.	Plants & Equipment	Truck Tanks	Plants & Equipment	Truck Tanks	Rents Paid	Rents Received	Taxes	Plants & Equipment	Truck Tanks	Drums
Barrhead	85633.7	3104.98	100.00	1224.05	31.44	10.00	-	105.45	1880.93	68.56	
Brooks	47131.9	2828.09	313.99	499.31	270.54	58.57	-	81.10	2328.78	43.45	
Busby	18828.8	604.25	-	147.10	-	-	-	41.25	457.15	-	
Calgary	422934.4	17417.51	704.57	7994.21	591.38	9.27	-	292.80	9423.30	113.19	
Camrose	84692.2	2792.29	351.00	1369.55	350.06	21.65	-	126.61	1422.74	.94	
Carseland	28956.1	289.40	-	77.29	-	68.14	-	-	212.11	-	
Consort	15387.7	1939.07	-	285.10	-	-	-	71.45	1653.97	-	
Dewberry	45721.7	2584.81	-	492.61	-	5.77	-	47.50	2092.20	-	
Drumheller	34061.2	3850.10	200.00	1889.69	200.00	29.56	-	191.81	1960.41	-	
Edmonton	255393.5	8433.26	915.00	4771.20	655.76	19.71	-	328.72	3662.06	259.24	
Foremost	70154.4	2144.73	-	464.35	-	5.75	-	76.28	1680.38	-	
Grande Prairie	1805.7	3802.02	604.42	46.47	117.50	7.70	-	72.27	3755.55	486.92	
Grassy Lake	23950.0	2217.20	-	457.52	-	-	-	49.87	1759.68	-	
Lamont	19020.1	1161.69	-	497.90	-	-	-	29.11	663.79	-	
High River	-	1600.00	-	880.93	-	5.75	-	61.08	719.07	-	
Leduc	64348.1	1681.25	-	283.45	-	-	-	25.20	1397.80	-	
Coutts	-	-	-	-	-	-	-	-	-	-	
Magrath	42592.5	3213.04	350.00	1693.51	350.00	-	-	150.31	1519.53	-	
Morrin	25135.5	2384.50	3.00	1388.80	.20	9.86	-	59.57	995.70	2.80	
Nemiscam	61758.4	1055.61	-	292.06	-	12.00	-	53.57	763.55	-	
Patricia	32682.0	324.30	-	41.94	-	2.00	-	20.40	282.36	-	
Ponoka	101967.6	2600.00	100.00	1452.72	31.44	10.36	-	82.12	1147.28	68.56	
Rockyford	46346.0	1786.36	-	870.03	-	95.00	-	26.78	916.33	-	
Stirling	108526.6	2540.00	433.84	1491.95	416.43	5.75	-	30.47	1048.05	17.41	
Strathmore	12547.7	1163.40	359.04	618.90	282.75	156.00	-	4.65	544.50	76.29	
Taber	10317.0	2123.00	-	459.16	-	-	-	90.81	1663.84	-	
Tofield	30679.8	1172.50	-	507.38	-	-	-	50.20	665.12	-	
Wainwright	48365.7	2415.46	350.00	943.51	350.00	-	-	66.04	1471.95	-	
Wetaskiwin	32075.7	2832.30	117.81	1544.88	101.47	5.75	-	179.84	1287.42	16.34	
SUB TOTALS	771014.0	80061.12	4902.67	32685.57	3748.97	538.59	-	2415.26	47375.55	1153.70	
LEASED STATIONS - WHOLESALE											
Milk River - Consumers	103204.2	135.15	-	30.12	-	864.58	-	-	105.03	-	
Millet - Reynar	49190.0	11.40	-	3.37	-	121.25	-	-	8.03	-	
Milo - I.O. Ltd.	2669.5	-	-	-	-	248.53	-	31.69	-	-	
New Norway - Westvick	26694.1	-	-	-	-	272.77	-	53.12	-	-	
Oyen - .O. Ltd.	18711.7	-	-	-	-	214.82	-	59.93	-	-	
Trochu - .O. Ltd.	15302.9	-	-	-	-	211.24	-	59.09	-	-	
Salisbury - Richardson	33146.0	-	92.24	-	79.47	15.51	-	-	-	12.77	
Lethbridge - I.O. Ltd.	48258.6	998.50	325.00	44.22	325.00	282.63	-	200.00	954.28	-	
Vulcan - I.O. Ltd.	13913.0	156.70	-	41.41	-	330.25	-	82.96	115.29	-	
Coutts - I.O. Ltd.	46412.8	25.05	-	2.52	-	-	-	12.64	22.53	-	
Miscellaneous Equipment to be allocated 1939	-	458.88	-	255.56	-	-	-	-	203.32	-	
SUB TOTALS	357502.8	1785.68	417.24	377.20	404.47	2561.58	-	499.43	1408.48	12.77	

Exhibit 512 (15)
Schedule "E"

SERVICE STATIONS	1. 1938 Sales Gals.	2. Investment Plants & Equipment	3. Investment Truck Tanks	4. Depreciation Plants & Equipment	5. Depreciation Truck Tanks	6. Rents Paid	7. Rents Received	8. Taxes	9. Depreciated Value December 31, 1938 Plants & Equipment	10. Depreciated Value December 31, 1938 Truck Tanks	Drums
OWNED											
Auto Camp Station - Camrose	19848	3344.25	-	725.17	-	-	396.93	78.29	2619.08	-	
LEASED											
Maple Leaf Garage - Calgary	11029	837.23	-	179.13	-	420.00	225.77	-	658.10	-	
Speedway Garage - "	5731	42.55	-	12.86	-	273.26	180.00	-	29.69	-	
Cumming Meagan - "	No Record	21.35	-	6.45	-	-	-	-	14.90	-	
Maple Leaf S.Stn. #1 "	54165	1826.50	-	806.42	-	1968.53	659.10	9.00	1020.08	-	
W. Boote - Ogden	9632	-	-	-	-	76.00	-	-	-	-	
Forest Heights S.Stn.Edmonton	16790	215.90	-	64.84	-	409.50	87.54	-	151.06	-	
Noroco S. Stn. - "	11103	350.03	-	105.21	-	300.00	164.99	-	244.82	-	
Clark's Garage - Ponoka	8805	373.14	-	98.05	-	540.00	191.12	-	275.09	-	
U.F.A. Store - "	No Record	85.40	-	25.67	-	-	-	-	59.73	-	
Hobbema Garage - Hobbema	9339	384.52	-	115.59	-	420.00	178.92	3.15	268.93	-	
Motor Inn - Milk River	7852	336.86	-	101.25	-	78.52	-	-	235.61	-	
Okotoks Motor Co. - Okotoks	No Record	10.50	-	3.19	-	-	-	-	7.31	-	
Central Motors - Taber	10317	573.59	-	224.64	-	-	-	-	348.95	-	
Three Hills Motors- Three Hills	No Record	42.10	-	12.65	-	-	-	-	29.45	-	
Maple Leaf S. Stn.- Foremost	12308	-	-	-	-	412.42	366.16	-	-	-	
Buffalo S. Stn. - Wainwright	25121	-	-	-	-	370.00	185.00	-	-	-	
B. L. Gibb - Hillspring	17765	-	-	-	-	120.00	-	3.33	-	-	
J. Gunn - Hubalta	4895	-	-	-	-	180.00	21.05	-	-	-	
Hammill Motors - Calgary	1650	-	-	-	-	16.50	-	-	-	-	
Shady Nook S. Stn.- Magrath	11029	-	-	-	-	122.29	-	-	-	-	
C. T. Mertz - Stirling	16172	-	-	-	-	92.85	-	-	-	-	
Neerlandia Co-op. - Neerlandia	3632	-	-	-	-	9.08	-	-	-	-	
Ogden S. Stn. - Ogden	3815	-	-	-	-	150.00	57.81	-	-	-	
C. H. Reynar - Leduc	27552	-	-	-	-	178.46	-	-	-	-	
Log Cabin S. Stn. - Wetaskiwin	4060	-	-	-	-	240.00	-	-	-	-	
Central Motors - Drumheller	29213	-	-	-	-	1200.00	-	-	-	-	
Harvey's Garage - Barrhead	39612	-	-	-	-	262.50	262.50	-	-	-	
Maple Leaf S.Stn.#1 Edmonton	840	-	-	-	-	-	16.00	-	-	-	
Maple Leaf S.Stn.#2 Calgary	10822	-	-	-	-	101.37	54.11	-	-	-	
U.F.A. Central Co-op	-	-	-	-	-	-	1239.89	-	-	-	
SUB TOTALS		8443.92	-	2481.12	-	7941.28	4286.89	93.77	5962.80	-	

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Exhibit 512 (16)
Schedule "E"

U.F.A. STATIONS	1. 1938 Sales Gals.	2. Investment Plants & Equipment	3. Investment Truck Tanks	4. Depreciation Plants & Equipment	5. Depreciation Truck Tanks	6. Rents Paid	7. Rents Received	8. Taxes	9. Depreciated Value December 31, 1938 Plants & Equipment	10. Depreciated Value December 31, 1938 Truck Tanks	Drums
Alliance	-	-	95.00	-	35.59	-	-	27.00	-	59.41	
Cardston	-	-	1.00	-	.02	-	-	48.00	-	.98	
Cereal	-	-	314.49	-	314.49	-	-	19.00	-	-	
Chinook	-	-	-	-	-	-	-	13.30	-	-	
Eckville	-	-	219.10	-	171.19	-	-	14.40	-	47.91	
Elk Point	-	-	-	-	-	-	-	8.10	-	-	
Mayerthorpe	-	-	350.00	-	350.00	-	-	19.95	-	-	
Spedden	-	-	-	-	-	-	-	13.68	-	-	
Thorsby	-	-	-	-	-	-	-	22.42	-	-	
Warburg	-	-	-	-	-	-	-	3.64	-	-	
Westlock	-	-	90.95	-	77.66	-	-	25.71	-	13.29	
Three Hills	-	-	-	-	-	-	-	28.98	-	-	
Innisfail	-	-	-	-	-	-	-	39.26	-	-	
Lacombe	-	-	245.25	-	227.85	-	-	61.65	-	17.40	
Vegreville	-	-	-	-	-	-	-	70.84	-	-	
Vilna	-	-	-	-	-	-	-	25.50	-	-	
St. Paul	-	-	-	-	-	-	-	125.40	-	-	
Olds	-	-	-	-	-	-	-	25.20	-	-	
Bremmer	-	-	200.00	-	172.34	-	-	-	-	27.66	
Josephburg	-	-	150.00	-	150.00	-	-	-	-	-	
Jefferson	-	-	301.84	-	186.14	-	-	-	-	115.70	
Crossfield	-	-	515.12	-	515.12	-	-	-	-	-	
Holden	-	-	1.00	-	.16	-	-	-	-	.84	
Fairview	-	-	528.04	-	349.13	-	-	-	-	178.91	
Huxley	-	-	1.00	-	.02	-	-	-	-	.98	
Brownvale	-	-	123.22	-	117.46	-	-	-	-	5.76	
Rimbey	-	-	129.39	-	123.21	-	-	-	-	6.18	
SUB TOTALS	-	-	3265.40	-	2790.38	-	-	592.03	-	475.02	
Drums at all Stations		68144.71		43442.97					24701.74		
Office Furniture & Equipment		5611.34		3448.23		1800.00		136.80	2163.11		
Motor Vehicles		1651.58		206.46					1445.12		
GRAND TOTAL		165698.35	8585.31	82641.55	6943.82	12841.45		3737.29	83056.80	1641.49	
	Totals 2	165698.35	Totals 4	82641.55					Totals 9	83056.80	
	" 3	8585.31	" 5	6943.82					" 10	1641.49	
		$ 174283.66		$ 89585.37						$ 84698.29	

Exhibit 512 (17)
Schedule "F"

DEPRECIATION CHARGED - 1938

MAPLE LEAF P. & L.	RATE %	
R. R. Sidings	7½	$ 15.00
Buildings	5	1342.16
Tanks	7½	2628.54
Truck Tanks	10	424.02
Equipment	10	1721.50
Furniture & Fixtures	10	557.52
Galvanized Drums	8	2233.37
Oldsmobile Sedan	20	123.10
Buick Sedan	25	206.46
		$ 9,251.67

FROM I.O.L.	
Truck Tanks	289.82
Equipment	1061.98
Galvanized Drums	9594.85
	$10,946.65
	$ 20,198.32

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Exhibit 512 (18)
Schedule "G"

MAPLE LEAF PETROLEUM LIMITED - Commissions
PAID TO U.F.A. 12 MONTHS - 1938

		1938 GALLONS	1938 RATE	1938 AMOUNT
Maple Leaf Gasoline				
Ethyl Gasoline		1166191.5		
White Gasoline		173143.6		
TOTAL		42283.5		
Light Distillate		1381618.6	$3\frac{1}{2}$	48356.67
Heavy Distillate		1648.0		
Tractor Gasoline		463029.0		
TOTAL		1450325.0		
Turner Valley Gasoline		1915002.0	3	57450.09
Illuminating Kerosene		6304.0	3	189.12
Fuel Oil		76921.0	$3\frac{1}{2}$	2692.25
		24923.0	$1\frac{3}{4}$	436.15
Maple Leaf Lube Oil				
Altalube Oil		71841.9	25	17960.50
Other Oils		19614.3	15	2942.14
Transmission Oils		3906.1	8%	171.47
		3688.7	17	627.09
Greases				
	Lbs.	109049.2	$1\frac{1}{2}$	1635.72
	Gals	11957.1		
T O T A L S				
Paid on Transfers to "A" Commission Agents		3515776.7		$ 132461.20
TOTAL				2410.06
Cost per Gallon				134871.06
Paid back by U.F.A.				3.836¢
Net Commissions				1284.67(R)
Net Cost per Gallon				133586.59
				3.799¢

	1938	%
Total Sales as per S-304	4013730	100.00
Eliminated Gallons	138250	3.44
Total Direct Sales	3875480	96.56
Commission Sales as above	3515776.7	87.59
Calgary & Edmonton City Sales	359703.3	8.97

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TANK WAGON PRICES AT MAPLE LEAF AGENCIES
EFFECTIVE JULY 24th, 1939.

Exhibit 513 (1)

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO	MOROCO & M.L. GASO.	ILL. KERO.	ALTAGAS	HEAVY DIST.	DIESEL FUEL
UFA	CN	ACADIA VALLEY	A. W. PEERS	WHITAKER	22.8	20.3	22.3	16.9	15.9	16.8
UFA	CN	Alliance	P. McPherson	"	22.5	20.0	22.0	16.5	15.5	16.0
ML	NA	Barrhead	J. A. Harvey	Macintosh	22.8	20.3	22.3	16.9	15.9	16.4
ML	CP	*Barons	Elmer Enbysk	J. C. Robb	20.6	18.1	20.1	14.6	13.6	13.3-1.4
UFA	NA	Beaverlodge	J. A. Moore	W. B. Clark	25.9	23.4	25.4	20.1	19.1	19.8
UFA	CN	*Beynon	Ora W. Whittaker	J. C. Robb	20.4	17.9	19.9	14.4	13.4	13.4
UFA	CP	*Bindloss	P. Spaapen	Whitaker	22.1	19.6	21.6	16.3	15.3	15.3
UFA	CN	Bremner	M. L. Reynolds	Mackintosh	21.9	19.4	21.4	15.9	14.9	13.1
ML	CP	*Brooks	Geo. Hatch	J. C. Robb	20.7	18.2	20.2	14.7	13.7	13.8
UFA	NA	Brownvale	W. J. Reyda	W. B. Clark	25.2	22.7	24.7	19.4	18.4	19.2
ML	NA	Busby	H. E. Smith	Mackintosh	22.4	19.9	21.9	16.4	15.4	15.o
ML	CP	*Calgary City	V. Sinclair	- -	19.0	16.5	18.5	13.0-½¢	12.0-1¢	10.0
ML	CP	Calgary Rural		V. Sinclair	19.0	16.5	18.5	13.0-½¢	12.0-1¢	10.0
UFA	CP	Calmar	W. P. Hayduk	Macintosh	21.8	19.3	21.3	15.8	14.8	15.0
ML	CP	Camrose	C. F. Mohler	Whitaker	21.7	19.2	21.2	15.7	14.7	15.3
ML	CP	*Cardston	Wayne Lee	J. C. Robb	20.7	18.2	20.2	15.2-1½¢	14.2-1½¢	14.4-1.7
ML	CP	*Carseland	W. T. Giles	J. C. Robb	19.7	17.2	19.2	13.7-½¢	12.7-½¢	11.9
UFA	CN	Carolside	P. P. Solberg	Whitaker	21.5	19.0	21.0	15.5	14.5	14.9
UFA	CP	Castor	O. W. Colley	Whitaker	21.9	19.4	21.4	15.9	14.9	15.7
UFA	CN	Cereal	M. C. Wold	Whitaker	21.8	19.3	21.3	15.8	14.8	15.3
UFA	CN	Chinook	Cooley Bros.	Whitaker	21.8	19.3	21.3	15.8	14.8	15.3
ML	CP	Consort	W. A. Isaac	Whitaker	22.8	20.3	22.3	16.8	15.8	16.4
ML	CP	*Coutts	Geo. Ponech	J. C. Robb	18.5	16.0	18.0	13.0-1½¢	12.0-1½¢	
UFA	CP	*Crossfield	K. L. Gilchrist	Whitaker	19.7	17.2	19.2	13.7-1¢	12.7-1¢	11.9-o.3
ML	CP	*Delacour	W. V. Mabley	R. B. Hunt	19.0	16.5	18.5	13.0-½¢	12.0-1¢	10.0
ML	CP	Dewberry	Neal E. Jones	Macintosh	23.3	20.8	22.8	17.5	16.5	17.3
ML	CP	*Drumheller	G. G. Smiley	J. C. Robb	20.4	17.9	19.9	14.4	13.4-½¢	13.4-0.5

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Exhibit 513 (2)

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO	NOROCO & M.L. Gaso.	ILL. KERO.	ALTAGAS	HEAVY DIST.	DIESEL FUEL
UFA	CN	*Eckville	F. J. Moos	Whitaker	21.0	18.5	20.5	15.0	14.0	14.4
ML	CN	Edmonton City	A. Bichan	Macintosh	21.9	19.4	21.4	15.9	14.9	13.1
ML	CN	Edmonton Rural	A. Bichan	A. Bichan	21.9	19.4	21.4	15.9	14.9	13.1
UFA	NA	Egremont	A. E. Beairsto	Macintosh	22.6	20.1	22.1	16.6	15.6	16.0
UFA	CN	Elk Point	K. Wengzynowski	Macintosh	23.6	21.1	23.1	17.8	16.8	17.6
UFA	CN	Fairview	J. F. Madden	W. B. Clark	25.2	22.7	24.7	19.4	18.4	16.2
UFA	CP	Federal	M. McRae	Whitaker	22.2	19.7	21.7	16.2	15.2	15.9
ML	CP	*Foremost	C. F. Medhurst	J. C. Robb	20.8	18.3	20.3	15.3-;½	14.3-1½	14.4-1.6
UFA	CP	Gadsby	A. T. Stratton	Whitaker	21.8	19.3	21.3	15.8	14.8	15.3
UFA	NA	Grande Prairie	W. B. Clark		25.5	23.0	25.0	19.7	18.7	18.7
ML	CP	*Grassy Lake	Ben Ell	J. C. Robb	20.9	18.4	20.4	15.4-1½	14.4-1½	14.1-1.4
UFA	NA	Grimshaw	R. Lutman	W. B. Clark	25.2	22.7	24.7	19.4	18.4	19.2
UFA	CN	*Hanna	Leo Kirby	Whitaker	21.1	18.6	20.6	15.1	14.1	14.8-0.2
UFA	CP	*Hillspring	B. L. Gibb	J. C. Robb	21.1	18.6	20.6	15.6-1½	14.6-1½	15.1-2.0
UFA	CN	Holden	J. A. Foran	Mackintosh	22.2	19.7	21.7	16.2	15.2	15.9
ML	CP	*Hubalta	W. G. Barker	R. B. Hunt	19.0	16.5	18.5	13.0-.5	12.0-1	10.0
UFA	CN	±Huxley	S. Hepburn	Whitaker	20.3	17.8	19.8	14.3	13.3	13.4
UFA	NA	*Hythe	J. C. McQuarrie	W. B. Clark	25.9	23.4	25.4	20.1	19.1	19.9
UFA	CP	*Innisfail	A. C. Pye	Whitaker	20.3	17.8	19.8	14.3	13.3-.4	13.4-0.5
UFA	CN	Irma (Wire Manville)	R. W. Hay	Mackintosh	22.8	20.3	22.3	16.9	15.9	15.7
UFA	CP	Iron Springs	R. W. Rogers	J. C. Robb	20.7	18.2	20.2	15.1-1.4	14.1-1.4	13.3-1.4
UFA	CP	*Jefferson (Owendale P.O.)	E. C. Fredericks	J. C. Robb	20.8	18.3	20.3	15.3-1½	14.3-1½	12.8
UFA	-	Josephburg (R.R. #1 - Fort. Sask)	Chas. Israel	Macintosh	22.6	20.1	22.1	16.6	15.6	15.0
UFA	CP	*Lacombe	Herb Pocock	Whitaker	20.9	18.4	20.4	14.9	13.9	14.4
ML	CN	Lamont	J. H. Mohr	Mackintosh	22.8	20.3	22.3	16.8	15.8	15.4
ML	CP	Leduc	C. H. Reynar	Mackintosh	21.7	19.2	21.2	15.7	14.7	15.0
ML	CP	*Lethbridge (1116-1 Ave.)	R. W. Graham	J. C. Robb	20.2	17.7	19.7	14.7-1½	13.7-1½	11.4-1.4

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO.	NOROCO & ML.	ILL. KERO.	ALTAGAS	HEAVY DIST.	DIESEL FUEL
ML	CP	* Magrath	W. G. Christensen	J. C. Robb	20.2	17.7	19.7	14.7-1½	13.7-1½	13.3-1.1
UFA	CN	Manville	R. B. Bennett	Macintosh	22.8	20.3	22.3	16.9	15.9	15.7
UFA	CN	Mayerthorpe	E. B. Loucks	Macintosh	23.1	20.6	22.6	17.3	16.3	16.5
ML	CP	*Milk River	I. E. Murton	J. C. Robb	19.5	17.0	19.0	14.0-1½	13.0-1½	14.1-2.6
ML	CP	Millet	O. A. Reynar	Macintosh	21.5	19.0	21.0	15.5	14.5	14.9
ML	CN	*Morrin	A. T. DeMan	J. C. Robb	20.7	18.2	20.2	14.7	13.7	13.8
ML	CP	*Nemiscam	A. T.Baker	J. C. Robb	20.8	18.3	20.3	15.3-1½	14.3-1½	14.4-1.6
UFA	-	Neerlandia (Acting Agent - N. Koning)	Neerlandia Co-op.	Macintosh	22.8	20.3	22.3	16.9	15.9	16.4
ML	CN	New Norway	Harold Hitman	Whitaker	21.4	18.9	20.9	15.4	14.4	15.3
UFA	CP	*Olds	Floyd Brown	Whitaker	20.1	17.6	19.6	14.1	13.1-.4	12.7
ML	CN	Oyen	C. V. Johnson	Whitaker	22.1	19.6	21.6	16.1	15.1	15.9
ML	CP	x- Patricia	H. Hendrickson	J. C. Robb	20.7	18.2	20.2	14.7	13.7	13.8
UFA	NA	Pickardville	Thos. Holley	Macintosh	22.6	20.1	22.1	16.6	15.6	15.8
ML	CP	Ponoka	H. E. Mattson	Whitaker	21.0	18.5	20.5	15.0	14.0	14.4
UFA	CP	Rainier	M. Anderberg	J. C. Robb	20.7	18.2	20.2	14.7	13.7	13.8
UFA	CP	*Rimbey	P. F. Gilbert	Whitaker	21.3	18.8	20.8	15.3	14.3	14.9-.1
UFA	CN	Rochfort Bridge	A. Oppertshauser	Macintosh	23.0	20.5	22.5	17.2	16.2	16.5
ML	CN	*Rockyford	V. Pederson	J. C. Robb	19.9	17.4	19.4	13.9	12.9-2.3	12.7-.1
UFA	CN	St. Paul	D. Gamache	Macintosh	23.5	21.0	23.0	17.7	18.7	17.5
ML	CN	Salisbury (R.R. #2 S. Edmonton)	H. C. Richardson	Macintosh	21.9	19.4	21.4	15.9	14.9	13.1
UFA	NA	Sexsmith	W. C. Miller	W. B. Clark	25.5	23.0	25.0	19.7	18.7	18.7
UFA	-	Silver Heights	C. A. Stoltz	Whitaker	22.2	19.7	21.7	16.2	15.2	15.9
UFA	CN	Spedden	P. Boychuk	Macintosh	23.3	20.8	22.8	17.5	16.5	16.9
ML	CP	*Stirling	E. N. Peterson	J. C. Robb	20.1	17.6	19.6	14.6-1½	13.6-1½	11.3
ML	CN	Stony Plain	Williams & Davidson	A. Bichan	22.8	20.3	22.3	16.8	15.8	15.0
ML	CP	*Strathmore	C. C. Keeling	J. C. Robb	19.7	17.2	19.2	13.7-1½	12.7-1½	11.9-.3
UFA	CP	Strome	A. W. Moore	Whitaker	22.2	19.7	21.7	16.2	15.2	16.4

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Exhibit 513 (4)

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO.	NOROCO & M.L. GASO.	ILL. KERO.	ALTAGAS	HEAVY DIST.	DIESEL FUEL
ML	CP	*Taber	V. L. Jensen	J. C. Robb	20.8	18.3	20.3	15.3-1½	14.3-1½	13.3-1.4
UFA	CP	Thorsby	L. L. Olsen	Macintosh	21.9	19.4	21.4	15.9	14.9	15.4
UFA	CN	*Three Hills	H. W. Johnson	Whitaker	20.2	17.7	19.7	14.2	13.2-.4	13.3-0.5
ML	CN	Tofield	M. C. Hammond	Mackintosh	22.1	19.6	21.6	16.1	15.1	15.4
UFA		Tomahawk (acting agent W. F. Combs)	Tomahawk Co-op.	Mackintosh	22.8	20.3	22.3	17.0	16.0	16.1
ML	CN	* Trochu	J. E. Weigum	Whitaker	20.3	17.8	19.8	14.3	13.3	13.4
UFA		* Twin Butte	Clyde Hole	J. C. Robb	21.1	18.6	20.6	15.1-1	14.1-1	13.1
UFA	CP	* Vauxhall	H. W. Rogers	J. C. Robb	21.3	18.8	20.8	15.3-.2	14.3-.5	14.9-1.1
UFA	CP	Vegreville	T. C. Schmidt	Mackintosh	22.4	19.9	21.9	16.4	15.4	15.9
UFA	CN	Vilna	John Ewanchuk	Mackintosh	23.3	20.8	22.8	17.5	16.5	16.9
ML	CP	* Vulcan	Ed. Armey	J. C. Robb	20.2	17.7	19.7	14.2	13.2-.5	13.0-0.3
ML	CN	Wainwright	J. C. Carroll	Mackintosh	22.8	20.3	22.3	17.0	16.0	13.8
UFA	CP	Warburg	C. W. Conibear	"	21.8	19.3	21.3	15.8	14.8	15.3
UFA	NA	Westlock	R. C. Ponting	"	22.8	20.3	22.3	16.8	15.8	15.8
ML	CP	Wetaskiwin	J. H. Duitman	Whitaker	21.4	18.9	20.9	15.4	14.4	14.9
UFA	CP	* Wimborne	J. F. Dickinson	"	20.5	18.0	20.0	14.5	13.5-.4	13.7-0.6
UFA	CN	Youngstown	W. L. Lee	Whitaker	21.7	19.2	21.2	15.7	14.7	15.3

* Special Discount

Lighting Naphtha - 6¢ over Maple Leaf Gasoline

Incubator Kerosene - 3¢ over Illuminating Kerosene

Tractor Fuel - Calgary Plant
9½¢ per gal. plus tax - less 1¢ to agents with identification cards.

Calgary Truckers - J. E. Robinson, Springbank
Glen E. Taylor, Calgary
Geo. Waite, Beddington

Turner Valley Naphtha - Royalite Plant, Turner Valley
To Farmers - 8½¢ per gal. plus tax
To Agents - 7½¢ " " " "

Edmonton Truckers - Bell Bros. - Edmonton
Pete Henkel, Stony Plain
Pete Hettinger - Morinville
Gordon LaChappelle - Fort. Sask.

AGENCIES LICENSED BY MAPLE LEAF PETROLEUM LIMITED

AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD or UNDERGROUND	RAILWAY SIDING	SALES 1938
Barrhead	Maple Leaf Owned	2 - 10,000 1 - 12,500 1 - 3,000 1 - 1,000	Overhead " Underground "	Yes	85,633.7
Brooks	Maple Leaf Owned	2 - 12,500 1 - 2,000 2 - 500	Overhead Underground "	Yes	47,131.9
Busby	Maple Leaf Owned	2 - 1,000	Underground	No	18,828.8
Calgary	Maple Leaf Owned	2 - 14,000 5 - 12,000 1 - 2,000 1 - 1,000 1 - 500	Overhead " Underground " "	Yes	476,575.4
Camrose	Maple Leaf Owned	2 - 10,000 2 - 1,000 1 - 500	Overhead Underground "	Yes	84,692.2
Carseland	Privately Owned- Leased to Maple Leaf	2 - 1,000	Underground	No	28,956.1
X Consort	Maple Leaf Owned	3 - 2,000 1 - 1,500	Underground	No	15,387.7
Coutts	Imperial Oil - Leased by Maple Leaf	1 - 3,400 1 - 1,500 1 - 1,000 1 - 500	Overhead " Underground "	Yes	46,412.8
Dewberry	Maple Leaf Owned	2 - 12,500 1 - 2,000 1 - 1,000	Overhead Underground "	Yes	45,721.7
Drumheller	Maple Leaf Owned	2 - 10,000 1 - 15,000	Overhead "	Yes	34,061.2

Exhibit 514 (2)

Maple Leaf Agencies Cont'd

AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	Sales 1938
Edmonton	Maple Leaf Owned	3 - 12,500 2 - 10,000	Overhead "	Yes	255,393.5
Foremost	Maple Leaf Owned	2 - 12,500 2 - 1,000	Overhead Underground	Yes	70,154.4
Grande Prairie	Maple Leaf Owned	3 - 12,500 1 - 10,000 1 - 1,000	Overhead " Underground	Yes	1,805.7
X Grassy Lake	Maple Leaf Owned	1 - 12,500 1 - 2,000 2 - 1,000	Overhead Underground "	No	23,950.0
Lamont	Maple Leaf Owned	3 - 1,000	Underground	No	19,020.1
Leduc	Maple Leaf Owned	2 - 2,000 2 - 1,000	Underground "	No	64,348.1
Lethbridge	Imperial Oil - Leased by Maple Leaf	2 - 12,500 1 - 10,000 2 - 2,000 1 - 1,000	Overhead " Underground "	Yes	48,258.6
Magrath	Maple Leaf Owned	2 - 12,500 2 - 1,000	Overhead Underground	Yes	42,592.5
Milk River	Privately Owned-Leased by Maple Leaf	2 - 12,500 1 - 1,000 1 - 2,000	Overhead Underground "	Yes	103,204.2
Millet	Privately Owned-Leased by Maple Leaf	3 - 1,000 1 - 500	Underground "	No	49,190.0
Milo	Imperial Oil - Leased by Maple Leaf	2 - 12,500	Overhead	Yes	2,669.5 (closed 1939)
Morrin	Maple Leaf Owned	2 - 12,500	Overhead	Yes	25,135.5
Nemiscam	Maple Leaf Owned	1 - 2,000 2 - 1,000	Underground "	No	61,758.4

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Exhibit 514 (3)

Maple Leaf Agencies Cont'd

AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	SALES 1938
New Norway	Privately Owned-Leased by Maple Leaf	2 - 12,500	Overhead	Yes	26,694.1
Oyen	Imperial Oil - Leased by Maple Leaf	2 - 12,500	Overhead	Yes	18,711.7
Patricia	Privately Owned - Leased by Maple Leaf	3 - 1,000	Underground	No	32,682.0
Ponoka	Maple Leaf Owned	2 - 12,500 2 - 1,000	Overhead Underground	Yes	101,967.6
Rockyford	Maple Leaf Owned	4 - 1,000	Underground	No	46,346.0
Stirling	Maple Leaf Owned	2 - 12,500 1 - 2,000 1 - 1,000 1 - 500	Overhead Underground " "	Yes	108,526.6
Strathmore	Maple Leaf Owned	1 - 1,000	Underground	No	12,547.7
Taber	Maple Leaf Owned	2 - 12,500 1 - 1,000	Overhead Underground	No	10,317.0
Tofielf	Maple Leaf Owned	2 - 1,000	Underground	No	30,679.8
Trochu	Imperial Oil - Leased by Maple Leaf	2 - 10,000	Overhead	Yes	15,302.9
Vulcan	Imperial Oil - Leased by Maple Leaf	2 - 12,500	Overhead	Yes	13,913.0
Wainwright	Maple Leaf Owned	2 - 10,000 1 - 1,000 1 - 500	Overhead Underground "	Yes	48,365.7
Wetaskiwin	Maple Leaf Owned	2 - 10,000 1 - 1,400	Overhead "	Yes	32,075.7
		36 Agencies Average per Agency			2,149,011.8 gallons 59,694.8 "

X - Can be connected to Railway Siding

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Maple Leaf Agencies

Exhibit 514 (4)

SUMMARY

Plants Owned by Maple Leaf Petroleum	-	25
Plants Privately Owned - Leased by Maple Leaf	-	5
Imperial Oil Plants - Leased by Maple Leaf	-	6
		36
Plants on Railway Siding	-	23
Plants not on Railway Siding	-	13
		36
Plants with Overhead Storage Only	-	9
Plants with Overhead & Underground Storage	-	16
Plants with Underground Storage Only	-	11
		36

6/28/39
Maple Leaf Petroleum Limited
Calgary, Alberta.

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AGENCIES LICENSED BY U.F.A. CENTRAL CO-OP. ASS'N. LTD.

Exhibit 514 (5)

AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	SALES 1938
Acadia Valley	Acadia U.F.A. Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	8,780.3
Alliance x	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	26,093.7
X Arneson	Acadia U.F.A. Co-Op. Ass'n. Ltd.	Barrel Agency Only		No	5,875.0
Beaverlodge	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 500	Underground "	No	3,579.1
Bindloss	Acadia U.F.A. Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	26,785.6
Bremner	Independent - controlled by U.F.A. Central	1 - 1,000	Underground	No	69,740.6
Brownvale	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 500	Underground "	No	5,792.5
X Calmar	U.F.A. Central Co-Op. Ass'n. Ltd.	Barrel Agency Only		No	20,894.6
Carolside	Acadia U.F.A. Co-Op. Ass'n. Ltd.	2 - 500	Underground	No	6,678.3
Cardston	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 1,000	Undergrouhd "	No	61,370.7
Castor	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	NO	33,554.8
Cereal	Acadia U;F.A. Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	32,570.0
Chinook	Acadia U.F.A. Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	17,516.7
Crossfield	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	29,672.3
Eckville	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 2,000 2 - 1,000	Underground "	No	85,157.4
Egremont	Privately Owned - leased by U.F.A. Central	2 - 1,000	Underground	No	15,685.0
Elk Point x	Independent - Controlled by U.F.A. Central	2 - 1,000	Underground	No	8,570.0
X Esther	Acadia U.F.A. Co-Op. Ass'n. Ltd.	Barrel Agench Only		No	2,486.0

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U.F.A. Agencies Cont'd

Exhibit 514 (6)

	AGENCH	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	SALES 1938
	Fairview	U.F.A. Central Co-Op. Assn., Ltd.	3 - 2,000 1 - 500	Underground "	No	1,944.8
	Federal	Coronation Constituency Ass'n. Ltd.	2 - 1,000	Underground	No	18,767.1
	Gadsby	U.F.A. Central.Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	12,007.0
	Grimshaw	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 500	Underground "	No	3,404.1
	Hillspring	U.F.A. Central Co-Op. Ass'n Ltd.	3 - 1,000 1 - 2,000	Underground "	No	47,436.5
	Holden	U.F.A. Central Co-Op. Ass'n. Ltd.	1 - 2,000 4 - 1,000	Underground "	No	12,161.9
	Huxley	U.F.A. Central Co-Op. Ass'n Ltd.	3 - 1,000	Underground	No	45,203.9
	Hythe	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 500	Underground "	No	3,738.1
	Innisfail	U.F.A. Central Co-Op. Ass'n. Ltd.	1 - 3,000 2 - 2,000 2 - 1,000	Underground " "	No	155,324.0
	Irma	Independent - Controlled by U.F.A. Central	3 - 500 1 - 250	Underground "	No	19,371.5
	Iron Springs	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	52,753.6
	Jefferson	Privately Owned - Leased to U.F.A.	3 - 1,000 1 - 500	Underground "	No	52,998.6
X	Josephburg	Independent - Controlled by U.F.A. Central	Barrel Agency Only		No	18,682.0
X	Kirriemuir	Coronation Constituency Ass'n. Ltd.	Barrel Agency Only		No	4,206.7
	Lacombe	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	76,453.6
X	Little Gem	Acadia U.F.A. Co-Op. Ass'n. Ltd.	Barrel Agency Only		No	4,405.7
	Manville	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 2,000 2 - 1,000	Underground "	No	12,376.3

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U.F.A. Agencies Cont'd

Exhibit (7)

	AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	SALES 1938
	Mayerthorpe	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 3,000 3 - 1,000	Underground	No	76,886.0
X	Neerlandia	Independent - Controlled by U.F.A. Central.	Barrel Agency Only		No	47,593.2
	Olds	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 2,000 2 - 1,000	Underground "	No	26,207.5
	Pickardville	Pembina Constituency Ass'n. Ltd.	2 - 1,000 1 - 500 1 - 350	Underground " "	No	25,430.1
	Rainier	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	20,139.6
	Rimbey	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	53,899.4
	Rochfort Bridge	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	40,436.1
	St. Paul	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 3,000 3 - 1,000	Underground	No	71,708.6
X	Salisbury	Privately Owned - leased to U.F.A.	Barrel Agency Only		No	33,146.0
X	Sedalia	Acadia U.F.A. Co-Op. Ass'n. Ltd.	Barrel Agency Only		No	4,654.4
	Sexsmith	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 2,000 1 - 500	Underground "	No	6,497.3
	Silver Heights	Coronation Constituency Ass'n. Ltd.	3 - 1,000	Underground	No	22,573.0
	Spedden	Privately Owned - leased to U.F.A.	1 - 1,000 1 - 500	Underground "	NO	11,463.4
	Strome	U.F.A. Central Co-Op. Ass',. Ltd.	3 - 1,000	Underground	No	3,518.7
	Thorsby	U.F.A. Central Co-Op. Ass'n. Ltd.	1 - 2,000 2 - 1,000	Underground "	No	27,331.5
	Three Hills	U.F.A. Central Co-Op. Ass'n. Ltd.	2 - 2,000 2 - 1,000	Underground "	No	38,287.9

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U.F.A. Agencies Cont'd

Exhibit (8)

	AGENCY	HOW CONTROLLED	TANKAGE	OVERHEAD OR UNDERGROUND	RAILWAY SIDING	SALES 1938
	Tomahawk	Independent - Controlled by U.F.A. Central	1 - 1,000 1 - 250	Underground "	No	25,368.0
	Vauxhall	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000	Underground	No	3,763.5
	Vegreville	U.F.A. Central Co-Op. Ass'n. Ltd.	4 - 1,000 1 - 2,000	Underground "	No	54,491.4
	Vilna	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	24,396.6
	Warburg	U.F.A. Central Co-Op. Ass'n. Ltd.	3 - 1,000	Underground	No	22,917.9
	Westlock	Pambina Constituency Ass'n. Ltd.	2 - 2,000 2 - 1,000 1 - 500	Underground " "	No	53,867.0
X	Wimborne	Independent - Controlled by U.F.A. Central	Barrel Agency Only		No	13,636.1
X	Youngstown	Acadia U.F.A. Co-Op. Ass'n. Ltd.	Barrel Agency Only		No	18,793.2

X - Underground Storage will be installed or agency closed.
x - Closed in 1939

59 Agencies 1,729,044.4 gals.
Average per Agency 29,305.8 "

S U M M A R Y

Plants Owned by U.F.A. Central Co-Op. Ass'n. Ltd. - 33
" " " Acadia U.F.A. Co-Op. Ass'n. Ltd. - 10
" " " Coronation Constituency Ass'n. - 3
" " " Pembina Constituency Ass'n. - 2
" Privately Owned - leased to U.F.A. Central - 4
" Independent - controlled by U.F.A. Central - 7
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Plants with Underground Storage Only - 48
" " Barrel Storage Only - 11
59

Note: - No U.F.A. Agencies situated on Railway Siding.

6/28/39

Toronto, Ontario,

January 4, 1938.

In line with revisions in market prices of White Products in Alberta as effective tomorrow, January 5th, we are making certain revision in our price basis to you on corresponding products effective as of the same date.

Effective on shipments on and after tomorrow, January 5th, therefore, we revise our price basis to you on various grades of Gasoline, Kerosene, and Tractor Distillate, delivered in tank cars at your operation points in Alberta, to the following differentials under posted tank wagon selling price in effect at destination of shipment on date of shipment:

Grade	Differential	Below Posted Tank Wagon Selling Price of
"Q" Colored Gasoline	6.00¢ Gal.	3-Star Imperial Gasoline
Water White Kerosene	6.00¢ "	Imperial Royalite Kerosene
Tractor Distillate	5.00¢ "	Imperial Tractor Distillate
Tractor Gasoline	5.00¢ "	Imperial Tractor Gasoline
Turner Valley Gasoline	5.00¢ "	Turner Valley Gasoline
Ethyl Gasoline	1.50¢ "	Additional to price of "Q" Colored Gasoline, arrived at as above.
Standard White Gasoline	.50¢ "	Below the price of "Q" Colored Gasoline, arrived at as above.

Toronto, Ontario,

August 10, 1938.

Effective immediately, we are pleased to revise our quotations to you on M. L. Motor Oils and A. L. Motor Oils (your "Maple Leaf" and "Altalube" grades respectively), and extend you new prices as follows:

	Tank Cars	Packages Includes, Carloads Full Drums	Half Drums
M.L. Motor Oil 10-W	13.90¢ gal.	24.40¢ gal.	25.90¢ gal.
M.L. Motor Oil 20-W	14.90	25.40	26.90
M.L. Motor Oil SAE 30	15.15	25.65	27.15
M.L. Motor Oil SAE 40	17.15	27.65	29.15
M.L. Motor Oil SAE 50	18.65	29.15	30.65
M.L. Motor Oil SAE 60	19.90	30.40	31.90

(x) All shipments to be made Ex Fort William only

A.L. Motor Oil 10-W	11.60¢ gal.	21.50¢ gal.	23.00¢ gal.
A.L. Motor Oil 20-W	11.75	22.25	23.75
A.L. Motor Oil SAE 30	13.25	23.75	25.25
A.L. Motor Oil SAE 40	14.25	24.75	26.25
A.L. Motor Oil SAE 50	15.25	25.75	27.25
A.L. Motor Oil SAE 60	17.25	27.75	29.25

All prices quoted above are per Imperial Gallon, Sales Tax Included, F. O. B. Refinery, Sarnia, Ontario, for tank car or compartment tank car shipment, and/or for carload shipment in drums and half-drums, respectively. Freight costs from Sarnia, and approximate freight cost per gallon, will be as follows:

	Tank Cars (Rail)		Carloads (L & R.)	
	Cwt.	Gal.	Cwt.	Gal.
Calgary	$1.88½	15.08¢	$1.66	16.60¢
Edmonton	1.88½	15.08¢	1.66	16.60¢

MAPLE LEAF PETROLEUM LIMITED

Toronto, Ontario,
July 6, 1939.

Effective as of Monday next, July 10th, it will be necessary that we withdraw the present marginal basis of price on which we have been supplying you with White Products, revising our price basis to you to an "F. O. B. Refinery" base price on each product, subject to addition of freight for destination cost.

Applicable on shipments on and after July 10th, therefore, we quote you as follows:

	Grade	Base Price, Tank Cars F.O.B. Calgary Refinery
	Ethyl Gasoline	11.00¢ gal.
	"Q" Colored Gasoline	10.00¢ "
(a)	Standard White Gasoline	9.20¢ "
(b)	Motor Gasoline (White)	9.20¢ "
(c)	Turner Valley Gasoline	9.20¢ "
	Water White Kerosene	12.00¢ "
	Tractor Distillate	8.20¢ "

(a) Supplied where required as Standard Quality White Gasoline; Not supplied for sale as Third Grade Gasoline.
(b) Supplied for Third Grade Gasoline marketing areas only.
(c) For shipment to Calgary and Edmonton cities only.

The prices quoted are Inclusive of Sales Tax. F. O. B. Calgary Refinery, and in the case of tank car shipments, freight charges will be prepaid as usual, and billing rendered on basis of delivered price, such price arrived at by addition to base price of freight or switching charges, as the case may be, to the particular destination, computed on basis of 8-lbs. per gallon to nearest tenth cent. On the other hand, tank truck and drum pick-ups at Calgary Refinery, will be billed at F.O.B. Refinery price, which, of course, will automatically eliminate the present freight allowance adjustments which are necessary under our existing price arrangements with you.

The price basis as outlined is applicable for tank car shipment and for tank truck and drum pick-ups at Calgary Refinery. In the case of emergency small-lot local deliveries taken from our Marketing Division stocks, subject to delivery from BULK stock only, the present established basis will apply, i.e., taken by tank truck - in full load or full-compartment quantities of any one grade - tank car price applicable at time and place of delivery, and in case of deliveries filled into your drums, 1.00¢ gal. additional to tank car price at time and place of delivery.

We trust the foregoing will be found entirely clear, and should there be any question in the matter we will be glad to hear from you.

JHM:JH

IMPERIAL OIL LIMITED

Refinery Sales Dep't.

Exhibit 517

STATEMENT OF LOSSES IN INVENTORY AND COST PER GALLON

Loss on Competitive Discounts		$9837.48	.254¢	Schedule	"A"
Loss in Inventory on Price Reduction		11514.19	.297¢	"	"B"
Evaporation Loss		3382.15	.087	"	"C"
Loss in Normal Spreads on purchases of Incubator Kerosene and Lighting Naphtha		875.45	.023¢	"	"D"
TOTAL NET SALES	3,875,480	$25,609.27	.661¢		

Exhibit 517

LOSS DURING 1938 OCCASIONED BY COMPETITIVE DISCOUNTS IN EFFECT IN SOUTHERN ALBERTA.

	ALTAGAS			HEAVY DISTILLATE		
	Gals.	Disc.	Amount	Gals.	Disc.	Amount
Brooks	9090	1.00¢	$90.90	1665	1.00	16.65
Cardston to Aug. 31.	11535	1.00	115.35	-		-
Cardston to Dec. 31.	4590	2.00	91.80	18105	2.00	362.10
Carseland to Dec. 31.	7712	1.50	115.68	2369	2.00	47.38
Calgary City & Rural to Dec. 31.	23610	1.50	354.15	4397	2.00	87.94
Coutts to Aug. 31.	6602	1.00	66.02	-		-
Coutts	4398	2.00	87.96	9488	2.00	189.76
Crossfield	5938	1.50	89.07	135	2.00	2.70
Drumheller	3029	1.50	45.44	256.5	2.00	5.13
Eckville	17050	1.00	170.50	2015	1.00	20.15
Foremost to Aug.	20499	1.00	204.99	-		-
Foremost to Dec.	9900	2.00	198.00	14045	2.00	280.90
Grassy Lake	9540	1.00	95.40	-		-
Grassy Lake	4865	2.00	97.30	5265	2.00	105.30
Hillspring	6649	1.00	66.49	-		-
Hillspring	9615	2.00	192.30	6840	2.00	136.80
Huxley	7968	1.00	79.68	1485	1.00	14.85
Innisfail	22714	1.50	340.71	8656	2.00	173.12
Iron Springs	15314	1.00	153.14	-		-
Iron Springs	11970	2.00	239.40	10080	2.00	201.60
Jefferson	12645	1.00	126.45	-		-
Jefferson	11925	2.00	238.50	4635	2.00	92.70
Lacombe	17537	1.00	175.37	2406	1.00	24.06
Lethbridge	14111	1.00	141.11	-		-
Lethbridge	6582	2.00	131.64	4098	2.00	81.96
Magrath	15717	1.00	157.17	-		-
Magrath	6399	2.00	127.98	4053	2.00	81.06
Milk River	22921	1.00	229.21	-		-
Milk River	15083	2.00	301.76	35242	2.00	704.84
Milo	758	1.50	11.37	-		-
Morrin	6393	1.00	63.93	495	1.00	4.95
Nemiscam	19530	1.00	195.30	-		-
Nemiscam	10145	2.00	202.90	13588	2.00	271.76
Olds	7635	1.50	114.53	730	2.00	14.60
Patricia	1215	1.00	12.15	1834	1.00	18.34
Rainier	4185	1.00	41.85	1440	1.00	14.40
Rockyford	11267	1.50	169.01	327	2.00	6.54
Rimbey	9667	1.00	96.67	3690	1.00	36.90
Stirling	28260	1.00	282.60	-		-
Stirling	20469	2.00	409.38	19755	2.00	395.10
Strathmore	1940	1.50	29.10	-		-
Taber	469	1.00	4.69	-		-
Taber	387	2.00	7.74	-		-
Three Hills	7057	1.50	105.86	431	2.00	8.62
Trochu	3635	1.00	36.35	45	1.00	.45
Vauxhall	135	1.00	1.35	-		-
Vauxhall	1170	2.00	23.40	1215	2.00	24.30
Vulcan	951	1.50	14.27	-		-
Wimborne	4140	1.50	62.10	225	2.00	4.50
			6408.02			3429.46

APPROXIMATE INVENTORY LOSS BASED ON PRICE DROP OF JANUARY 5th, 1938, AND INVENTORY OF DECEMBER 31, 1938.

GASOLINE	Gals.	Price Reduction	Amount
Maple Leaf & Ethyl	122303	1.5	1834.54
White	11810	1.5	177.15
Turner Valley Gasoline	16496	1.5	247.44
Tractor Gasoline	136953	1.0	1369.53
Light Distillate	3480	1.0	34.80
Heavy Distillate	91538	2.0	1830.76
Kerosene	30478	1.5	457.17
			$5,951.39

APPROXIMATE INVENTORY LOSS BASED ON PRICE DROP OF JUNE 21, 1938, and on AVERAGE OF MAY & JUNE INVENTORIES

	Total May & June	Average	Price Reduction	Amount
Kerosene	54047	27023	1.5	405.34
Light Distillate	1390	695	1.5	10.43
Heavy Distillate	228115	114058	x 1.0	1140.58
Maple Leaf Gasoline	296473	148237	x 1.0	1482.37
Turner Valley Gasoline	24291	12145	.5	60.72
Ethyl Gasoline	53240	26620	x 1.0	266.20
White Gasoline	13963	6981	x 1.00	69.81
Altagas	425469	212735	x1.00	2127.35
				$5,562.80

Total Estimated Inventory Loss caused by two price drops during 1938.
$11,514.19

x As price drops varied from 1.5¢ to .5¢ we have used 1.0¢ as an arbitrary figure.

Exhibit 517

STORAGE LOSSES FOR YEAR 1938 PRICED AT COST AS SHOWN ON P. & L. STATEMENT

STORAGE LOSSES:	GALLONS	COST	AMOUNT
Ethyl Gasoline	1665	15.461¢	257.43
Maple Leaf Gasoline	11004	13.647	1501.72
Turner Valley Gasoline	2824	12.036	339.90
Altagas	8044	12.355	993.84
Kerosene	551	17.196	94.75
Tractor Distillate	1696	11.469	194.51
	25,784		$3,382.15

PURCHASES OF NAPHTHA & INCUBATOR KEROSENE WITH SPREAD RECEIVED AND NORMAL SPREAD

INCUBATOR KEROSENE:

Gals. Purchased	Spread Rec'd	Gross Profit	Normal Spread	Gross Profit Should be	Loss in Sales Value
11421	3.00¢	342.63	6.00¢	685.26	342.63
224.5	1.00¢	22.45	6.00¢	134.70	112.25
		365.08		819.96	454.88

LIGHTING NAPHTHA:

1759	3.00	52.77	6.00¢	105.54	52.77
7356	1.00¢	73.56	6.00¢	441.36	367.80
		126.33		546.90	420.57
					$ 875.45

Exhibit 518

Submission presented by the witness Wallace on behalf of the Maple Leaf Petroleum Limited in reference to " The Place of the Jobber in the Petroleum Industry." Extended in full in the Report. See page 11,938 et seq.

Exhibit 519 (1)

THIS AGREEMENT made in duplicate this 3rd day of September, A.D. 1938.

BETWEEN:

MAPLE LEAF PETROLEUM LIMITED
a body corporate having its Head Office at the City of Calgary, in the Province of Alberta, hereinafter called the

"Maple Leaf Company"

OF THE FIRST PART

- and-

GAS AND OIL PRODUCTS LIMITED
a body corporate having its Head Office at the City of Calgary in the Province of Alberta, hereinafter called the

"Gas and Oil Company"

OF THE SECOND PART

WHEREAS the Maple Leaf Company represents that it is possessed of a supply of those particular petroleum products known as ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE, and is in a position to make deliveries thereof from time to time as required;

AND WHEREAS the Gas and Oil Company being engaged in the sale and distribution of such products, is desirous of purchasing its requirements of said products from the Maple Leaf Company;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the mutual covenants herein contained the parties hereto agree as follows:-

1. The Gas and Oil Company COVENANTS AND AGREES that for a period of eighteen

months from the date of this Agreement it will deal exclusively in the ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE purchased from the Maple Leaf Company, and that it will not during said period deal in such products purchased from any other person, firm or corporation, PROVIDED however that nothing herein contained shall prevent the Gas and Oil Company from manufacturing the said or similar products and selling or dealing with the same in the usual course of its business.

2. The Maple Leaf Company AGREES to furnish to the Gas and Oil Company for said period of eighteen months the requirements of the Gas and Oil Company of ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE at the following prices, namely,

(a) ETHYL GASOLINE six and one-half (.06½) cents per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding Brand.

(b) "Q" GASOLINE five and one-half (.05½) cents per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding brand.

(c) ILLUMINATING KEROSENE five (.05) cents per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding brand.

All prices are F.O.B. Refinery and based on the present tank wagon prices as posted by the Imperial Oil Limited; PROVIDED that the Maple Leaf Company will protect the Gas and Oil Company up to .01¢ per gallon on any decrease in the present tank wagon prices, but should the tank wagon price decrease more than .01¢ per gallon below the present tank wagon price, then in that event the spread between the tank wagon price and the price to the Gas and Oil Company will be decreased accordingly, PROVIDED however that in the event of the spread between the aforesaid tank wagon price and the price to the Gas and Oil Company becoming less than 4½¢ per gallon in the case of ETHYL GASOLINE or 3½¢ per gallon in the case of "Q" GASOLINE or 3¢ per gallon in the case of ILLUMINATING KEROSENE, then,

and in such event, the Gas and Oil Company may at its option cancel and terminate this Agreement. A discount or discounts, whether special or otherwise, from tank wagon prices shall for the purpose of this Agreement be deemed to be a reduction in tank wagon prices.

3. The maple Leaf Company shall render to the Gas and Oil Company monthly statements at the end of each calendar month and the terms of payment shall be thirty days net after date of such statement, provided that should there be any default in payment of the foregoing terms the Maple Leaf Company shall not be obliged to sell except for cash on delivery.

4. IT IS AGREED that the Gas and Oil Company will take delivery of its requirements of said products in its own gasoline trucks or in tank cars at the Imperial Oil Company Refinery in Calgary. All Tank Trucks and Tank Cars are to be filled to capacity measurement and temperature adjusted to 60° Fahrenheit.

5. IT IS FURTHER AGREED that all of said Ethylized products shall be of standard specifications and quality and in accordance with the specifications of the Ethyl Corporation, and that the "Q" Gasoline shall be colored to the specifications of the Gas and Oil Company, and that all products covered by the terms of this Agreement shall from time to time be of a quality at least equal to the quality of similar products sold in the City of Calgary, Alberta, by the Imperial Oil Limited.

6. IT IS AGREED that the Maple Leaf Company shall not be responsible for any delay or failure to furnish such products that may be due to or arise out of strikes or lock-outs, storms, fire, floods, explosions or accidents, or to any cause beyond its control.

7. AND the Gas and Oil Company covenants and agrees that it will at all times during the said term keep true and correct records of all ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE dealt in by it; and that the Gas and Oil Company will, when called upon so to do, furnish to the Maple Leaf Company a sworn statement as to the amount of ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE dealt in by it during any period of the said term.

8. Notwithstanding that this agreement is for a period of eighteen months, IT IS UNDERSTOOD that the parties hereto will endeavor to agree on an extension or renewal thereof prior to two months before the expiration of said period of eighteen months; and should the parties hereto fail within that time to reach a mutual agreement for an extension or renewal hereof then this Agreement will terminate in eighteen months from the date hereof.

9. Notwithstanding anything hereinbefore contained to the contrary, it is agreed by the parties hereto that the Maple Leaf Company will not be required to deliver pursuant to this contract products in excess of three million gallons.

10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Maple Leaf Company.

11. Time shall be in every respect the essence of this Agreement.

IN WITNESS HEREOF the parties hereto hath hereunto affixed their respective corporate seals attested by the respective proper officers in that behalf the day and year first above written.

Exhibit 520

MAPLE LEAF PETROLEUM LIMITED
CALGARY, Alberta
Leases at Service Stations

		Leased from	Leased to	1938 Sales	Rent Paid	Rent Received	Loss	¢ per gal.
Maple Leaf Garage	Calgary	City of Calgary	E. C. Stagg	11029	[illegible]	225.77	194.23	1.76
Speedwat Garage	"	B. E. Bottrell	Speedway Cartage	5731	273.26	180.00	93.26	1.63
Service Station #1	"	Imperial Oil	A. E. Korslake	54165	1968.53	659.10	1309.43	2.42
Service Station #2	"	" "	I. C. Skow	10822	101.37	54.11	47.26	.44
W. Boote	Ogden	W. Boote	W. Boote	9632	76 00	-	76.00	.78
Ogden Highway Station	"	A. Portman	Melling Bros.	3815	150 00	57.81	92.19	2.40
Hubalta Service Station	Hubalta	J. Gunn	G. Barker	4895	180.00	21.05	158.95	3.25
Hammill Motors	Calgary	Hammill Motors	Hammill Motors	1650	16.50	-	[illegible]0	1.00
Service Station #1	Edmonton	Imperial Oil	Bell Bros.	840	-	16.00	16.00(R)	2.00(R)
Noroco Service Station	"	S. J. Holland	S. Hughes	11103	300.00	164.99	135.01	1.21
Forest Heights S. Stn.	"	J. J. Waldie	L. J. Waldie	16790	409.50	87.54	321.96	1.92
SUB TOTAL - CITIES				150472	3595.16	1466.37	2128.79	1.86
Harvey's Garage	Barrhead	Pembina U.F.A.	J. A. Harvey	39612	262.50	262.50		-
Central Motors	Drumheller	Standard Motors	Central Motors	29213	1200.00	-	1200.00	4.10
J. Diebert S. Stn.	Foremost	J. Beguin	J. Diebert	12308	412.42	366.16	46.26	.38
B. L. Gibb S. Stn.	Hillspring	B. L. Gibb	B. L. Gibb	17765	120.00	-	120.00	.67
Hobbema Garage	Hobbema	P. Palechuk	N. Lasson	9339	420.00	178.92	241.08	2.58
C. H. Reynar	Leduc	C. H. Reynar	C. H. Reynar	27552	178.46	-	178.46	.65
Shady Nook S. Stn.	Magrath	Elizabeth James	E. E. James	11029	122.29	-	122.29	1.10
Motor Inn	Milk River	W. Madge	W. Madge	7852	88.52	-	78.52	1.00
Clark's Garage	Ponoka	G. D. Clark	Mattson Bros.	8805	540.00	191.12	348.88	3.96
C. T. Mertz	Stirling	C. T. Mertz	C. T. Mertz	16172	92.85	-	92.85	.57
Neerlandia Co-op.	Neerlandia	Neerlandia Co-op	Neerlandia Co-op.	3632	9.08	-	9.08	.25
Buffalo Service Stn.	Wainwright	W. Gray	S. Bowerman	25121	370.00	185.00	185.00	.74
Log Cabin S. Stn.	Wetaskiwin	N. C. Sawyer	A. Greene	4060	240.00	-	240.00	5.90
U.F.A. Central Co-op.				-	-	-		
SUB TOTAL - COUNTRY						1239.89	1239.89(R)	.58(R)
TOTAL ALL RENTALS				212460	4046.12	2423.59	1622.53	.76
				342932	7941.28	3889.96	4051.32	1.18

(R) means red figures

		Record Page
EXHIBIT 521	- Credit Invoice Book in reference to the credit card service of the Maple Leaf Petroleum, produced by the witness Wallace. See page 12,012 of the Report	12,012
EXHIBIT 522	- Submission presented by Mr. Priestley on behalf of the U.F.A. Central Co-Operative Association Limited. See page 10,016 of the Report, et seq ...	12,016

MAPLE LEAF PETROLEUM LIMITED

Statement of Trucks Financed as of Dec. 31, 1938,

	Balance Owing Dec. 31/38		Bal. June 30, 1939.
Exhibit 512, - Page 7			
Glen Taylor	$ 450.00		$ 150.00
H. J. Follensbee	513.20	963.20	----
Exhibit 512 - Page 8			
K. L. Gilchrist	$ 431.85		$ 242.62
Bell Brothers	650.00	1081.85	450.00
		$ 2045.05	$ 842.62

Exhibit 52½ (1)

MAPLE LEAF PETROLEUM LIMITED.

THE FOLLOWING DATA SUMMARIZES PRINCIPAL PHYSICAL EQUIPMENT AND PERSONNEL EMPLOYED IN OUR DIRECT MARKETING OPERATIONS IN THE PROVINCE OF ALBERTA, AS OF DECEMBER 31st, 1938.

Office buildings - Owned	-	-
Office Space-Calgary - Leased	-	1
Main Stations	-	2
No. Bulk Agencies - Owned	-	23
No. Bulk Agencies - Leased	-	11
No. Warehouse Agencies	-	-
No. Co-Owned Service Stations(Land Owned)	-	1
No. Co-Owned Service Stations(Land Leased)	-	-
No. Service Stations - Third Party Lease	-	15
No. Co-owned Trucks	-	1
No. Steel Barrels	-	8193
Management	-	1
No. Office Staff	-	12
No. Salesmen and Supervisors	-	-
No. Auditors	-	4
Total Other Salaried Employees	-	10

Exhibit 519 (2)

LIST OF SALES OF THE PRINCIPAL PRODUCTS WE MARKETED DIRECT IN ALBERTA;

Gasoline	-	3,284,333 Gals.
Refined Oil	-	108,632 "
Distillate	-	478,407 "
Light Fuel Oil	-	26,229 "
Maple Leaf Lube	-	76,420 "
Altalube	-	21,162 "
Other Oils	-	7,971 "
Grease	-	12,383 "
Tires & Tubes	-	$ 14,510.70
Batteries	-	1,185.00
Accessories	-	138.09

Practically all of our supplies of White Products in Alberta are shipped from the Calgary Refinery in truck tank or truck.

Our total sales of Gasoline, Kerosene and Distillate for the year 1938 were as follows by months;

January	- 2.64%	July	- 6.65%
February	- 2.77%	August	-11.26%
March	- 3.77%	September	-16.62%
April	- 6.88%	October	-13.86%
May	-12.18%	November	- 7.72%
June	-10.61%	December	- 5.04%

A statement showing Tank Wagon prices at Maple Leaf agencies as at January 5th, 1938. (Ten stations are extended as illustrative of the exhibit. Exhibit 525 1.

TANK WAGON PRICES AT MAPLE LEAF AGENCIES
AS AT JANUARY 5th, 1938.

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO.	NOROCO & M.L. GASO.	TRACTOR GASO.	HEAVY DIST.	DIESEL	ILL. KERO.
UFA	CP	Alix	J. M. Smith	J. C. Robb	22.8	20.3	17.8	16.8	17.2	22.3
ML	NA	Barrhead	J. A. Harvey	I.R. Macintosh	24.3	21.8	19.3	18.3	18.4	23.8
ML	CP	Calgary City	R. Sinclair		19.5	17.0	14.5	13.5	13.8	19.0
ML	CP	Calgary Rural #1	J. E. Robinson	R. Sinclair	20.5	18.0	15.5	14.5	13.8	20.0
ML	CP	Cardston X	Wayne Lee	R. B. Hunt	20.7	18.2	15.7-1	14.7-2	14.2	20.4
ML	CN	Edmonton City	A. Bichan		22.0	19.5	17.0	16.0	14.4	21.5
ML	CN	Edmonton Rural	Bell Bros	A. Bichan	23.0	20.5	18.0	17.0	14.4	22.5
ML	CP	Leduc	C. H. Reynar	I. R. Macintosh	23.0	20.5	18.0	17.0	16.3	22.5
ML	CP	Ponoka	H. E. Mattson	J. C. Robb	22.6	20.1	17.6	16.6	17.2	22.1
UFA	CN	Stony Plain	Williams & Davidson	I.R. Macintosh	24.3	21.8	19.3	18.3	16.3	23.8

(X - Special Discount)

NOTE: Lighting Naphtha - 8¢ over Maple Leaf Gasolene

Incubator Kerosene - 3¢ over Illuminating Kerosene.

Exhibit 526

A statement showing Tank Wagon Prices at Maple Leaf Agencies as at June 21st, 1938. (10 stations are extended as illustrative of the exhibit.

TANK WAGON PRICES AT MAPLE LEAF AGENCIES
As at June 21st, 1938.

UFA or ML	LOC	AGENCY	AGENT	SALESMAN	ETHYL GASO.	NOROCO & M.L. GASO.	ILL. KERO.	ALTAGAS	HEAVY DIST.
UFA	CP	Alix	J. M. Smith	J. C. Robb	21.6	19.1	21.1	16.6	15.6
ML	NA	Barrhead	J. A. Harvey	Mackintosh	22.8	20.3	22.3	17.8	16.8
ML	CP	Calgary City	R. Sinclair		19.0	16.5	18.5	14.0	13.0
ML	CP	Calgary Rural #1	J. E. Robinson	R. Sinclair	19.0	16.5	18.5	14.0	13.0
ML	CP	Cardston X	Wayne Lee	R. B. Hunt	20.7	18.2	20.2	15.7-1	14.7-2
ML	CN	Edmonton City	A. Bichan	H. Whitaker	22.0	19.5	21.5	17.0	16.0
MD	CN	Edm. City Rur.l.	Bell Bros.	A. Bichan	22.0	19.5	21.5	17.0	16.0
ML	CP	Leduc	C. H. Reynar	H. Whitaker	22.1	19.6	21.6	17.1	16.1
ML	CP	Ponoka	H. E. Mattson	H. Whitaker	21.6	19.1	21.1	16.6	15.6
UFA	CP	Strome	A. W. Moore	H. Whitaker	22.4	19.9	21.9	17.4	16.4

(X - Special Discount)

Turner Valley Gasoline - Calgary 14.0¢
- Edmonton 17.0¢

Turner Valley Naphtha - Calgary - To Farmers, 9½¢ per Gal. Plus Tax
To Agents , 7½¢ " " " "

Royalite Plant Turner Valley — To Farmers 8½¢ " " " "
Agents 6½¢ " " " "

Tractor Fuel — Royalite Plant Only - 9½¢ per Gallon plus tax - less 1¢ to agents with Identification cards

Lighting Naphtha - 8¢ over Maple Leaf Gasoline

Incubator Kerosene- 3¢ over Illuminating Kerosene.

Exhibit 527

A statement showing Tank Wagon Prices at Maple Leaf agencies as at September 9th, 1938. (10 stations are extended as illustrative of the exhibit.

TANK WAGON PRICES AT MAPLE LEAF AGENCIES
AS AT SEPTEMBER 9th, 1938.

UFA or ML	LOC.	AGENCY	AGENT	SALESMAN	ETHYL GASO.	NOROCO & M.L. GASO.	ILL. KERO.	ALTAGAS	HEAVY DIST.	DIESEL FUEL
UFA	CP	Alix X	J. M. Smith	J. C. Robb	21.6	19.1	21.1	16.6-1¢	15.6-1¢	14.4
ML	NA	Barrhead	J. A. Harvey	Macintosh	22.8	20.3	22.3	17.8	16.8	16.4
ML	CP	Calgary City X	V. Sinclair		19.0	16.5	18.5	14.0-1½¢	13.0-2¢	10.0
ML	CP	Calgary Rural #1	J. E. Robinson	V. Sinclair	19.0	16.5	18.5	14.0-1½¢	13.0-2¢	10.0
ML	CP	Cardston X	Wayne Lee	R. B. Hunt	20.7	18.2	20.2	15.7-2¢	14.7-2¢	12.7
ML	CN	Edmonton City	A. Bichan	H. Whitaker	22.0	19.5	21.5	17.0	16.0	13.1
ML	CN	Edm. City Rural #1	Bell Bros.	A. Bichan	22.0	19.5	21.5	17.0	16.0	13.1
ML	CP	Leduc	C. H. Reynar	H. Whitaker	22.1	19.6	21.6	17.1	16.1	15.0
ML	CP	Ponoka	H. E. Mattson	H. Whitaker	21.6	19.1	21.1	16.6	15.6	14.4
UFA	CP	Strome	A. W. Moore	H. Whitaker	22.4	19.9	21.9	17.4	16.4	16.4

(X - Special Discount)

Calgary Rural #1 - J. E. Robinson - Springbank
" " #2 - Glen E. Taylor - Calgary
" " #3 - Geo. Waite - Beddington
" " #4 - W. V. Mabley - Delacour
" " #5 - W. G. Barker - Hubalta

Edmonton Rural #1 - Bell Bros. - Edmonton
" " #2 - Williams & Davidson - Stony Plain

Turner Valley Gasoline - Calgary 14.0¢
Edmonton 17.0¢

Turner Valley Naphtha - Calgary & Royalite Plant, Turner Valley

To Farmers, 8½¢ per gal, plus tax.
To Agents , 6½¢ " " " "

Tractor Fuel - Calgary & Royalite Plant, Turner Valley

9½¢ per gal., plus tax - less 1¢ to agents with Identification Cards.

Lighting Naphtha - 8¢ over Maple Leaf Gasoline

Incubator Kerosene - 3¢ over Illuminating Kerosene.

Record
Page

EXHIBIT 528 - Report, with financial statements attached in reference to the Great West Distributors, presented by the witness Jennett for Peat, Marwick, Mitchell and Company. The Report if extended in full in the Report, see pages 12,127 of the Report. The following Statements were attached to the Report as shcedules thereto..... 12,127

GREAT WEST DISTRIBUTORS LIMITED
Statement of Capital Investment
showing percentage of Net Income to Invested Capital
for the three years ended December 31,1937.

	Year Ended December 31st.		
	1935	1936	1937
Current Assets and Prepaid Expenses:			
Cash on Hand and in Bank	10.95	1,138.96	11,608.52
Customers' and Agents' Accounts	39,881.03	58,832.33	57,730.60
Sundry Debtors	-	-	800.59
Deposits	-	383.50	183.50
Merchandise	90,023.62	94,922.57	84,844.83
Prepaid Expenses	2,761.51	3,049.44	2,548.22
	132,677.11	158,326.80	157,716.26
Current Liabilities:			
Bank Overdraft	13,607.66	21,512.43	-
Trade Accounts Payable)	88,778.66	92,056.23	74,002.88
Gasoline & Sales Taxes)			10,796.32
Customers' and Agents' Accounts	-	-	6,985.00
Dominion and Provincial Income Taxes Estimated			
	3,129.92	7,999.87	12,933.12
Net Current Assets	105,516.24	121,568.53	104,717.32
Fixed Assets:	27,160.87	33,758.27	52,998.94
Land	3,322.77	3,770.97	4,645.97
Buildings	14,131.29	19,636.87	23,107.93
Cars & Trucks	29,803.14	31,605.42	32,608.58
Plant & Equipment	43,084.92	53,277.57	48,621.96
Drums	32,154.40	48,832.75	58,803.70
Furniture & Fixtures	3,537.98	3,505.98	3,864.31
Total Investment in Fixed Assets	126,034.50	160,729.56	171,652.45
Less Reserve for Depreciation	28,024.49	52,193.36	72,404.96
Net Investment in Fixed Assets	98,010.01	108,536.20	99,247.49
Net Tangible Assets at End of Year	125,170.88	145,294.47	152,246.43
Net Tangible Assets at Beginning of Year	93,621.62	125,170.88	145,294.47
Average Invested Capital for Year	109,396.25	135,232.67	148,770.45
Net Income (as adjusted)	20,891.87	16,711.29	28,684.79
Percentage of Net Income to Average Invested Capital	19.097%	12.357%	19.281%

GREAT WEST DISTRIBUTORS LIMITED
Land, Buildings and Equipment
As at December 31,1937

Location	Land	Buildings On Company Land	Buildings On Leased Premises	Equipment On Company Land	Equipment On Leased Premises
Central Bulk Plants:	-				
Calgary	-	-	590.00	-	8,355.32
Edmonton	-	-	-	-	1,860.97
Lethbridge	-	-	1,717.59	-	2,550.67
Saskatoon	-	-	26.72	-	1,055.71
Winnipeg	-	-	-	-	1,412.99
			2,334.31	-	15,235.66
Acadia Valley	250.00	430.01	-	375.50	-
Alix	50.00	465.55	-	662.63	-
Barons	-	-	279.85	-	1,792.50
Barrhead	425.00	775.00	-	488.69	-
Bow Island	40.00	305.91	-	551.35	-
Cardston	350.00	1,765.00	-	742.17	-
Claresholm	-	-	195.00	-	111.10
Clive	50.00	1,160.68	-	1,699.23	-
Coaldale	275.00	911.30	-	598.60	-
Coutts	155.00	470.00	-	1,501.78	-
Dewberry	50.00	250.81	-	583.63	-
Drumheller	-	-	18.95	-	157.22
Foremost	110.00	307.83	-	876.19	-
Glenwood	-	325.00	-	1,279.22	-
Hussar	125.00	502.29	-	931.68	-
Innisfail	350.00	1,290.24	-	1,463.73	-
Medicine Hat	100.00	1,035.15	-	207.62	-
Morrin	67.77	285.75	-	350.13	-
McLaughlin	123.20	592.80	-	235.00	-
Olds	1,000.00	1,471.37	-	1,070.25	-
Picture Butte	250.00	1,700.00	-	739.64	-
Provost	35.00	253.35	-	-	-
Raymond	200.00	1,310.10	-	2,283.84	-
Red Deer	-	1,889.19	-	1,322.20	-
Scandia	-	-	204.85	-	340.80
Stavely	-	-	208.39	-	519.15
Stettler	-	760.58	-	1,398.23	-
Taber	100.00	586.96	-	1,564.89	-
Tilley	160.00	283.95	-	562.47	-
Vulcan	300.00	346.31	-	626.31	-
Wetaskiwin	80.00	307.00	-	298.76	-
Willingdon	-	-	84.45	-	215.70
Sundry Equipment, as per Exhibit "A-3"	-	-	-	-	7,836.09
	4,645.97	19,782.13	3,325.80	22,413.74	26,208.22

GREAT WEST DISTRIBUTORS LIMITED

Sundry Equipment on Leased Premises
As at December 31, 1937.

Location	Amount
Airdrie	467.97
Airway	358.00
Barnwell North	130.00
Barnwell	149.98
Bowden	32.80
Cremona	125.00
Didsbury	271.16
Dry Fork	70.49
Duchess	220.90
Edmonton (Borden Park)	75.00
Edmonton (Fairview)	215.49
Edmonton (Mount Pleasant)	42.74
Etzikom	175.00
Ferintosh	312.16
Grassy Lake	140.98
Hardisty	110.00
Hilda	70.16
Holden	314.39
Irma	84.10
Lamoureaux	125.21
Lougheed	193.69
Manyberries	70.00
Milk River	157.82
Monarch	199.98
North Battleford	71.55
Paradise Valley	173.42
Ponoka	621.54
Skiff	67.67
Spring Ridge	147.58
Spruce Grove	189.82
Sterling	150.00
Stony Plain	369.09
Three Hills	85.00
Vermilion	89.08
Viking	130.03
Westlock	1,600.98
Whiskey Gap	172.01
Youngstown	195.00
	8,175.19
Deduct Equipment Suspense	339.10
	$7,836.09

GREAT WEST DISTRIBUTORS LIMITED

(Prepared from the Records without Audit)
For the Three Years ended December 31,1937

	Year ended December 31			Percentage to Sales		
	1935	1936	1937	1935	1936	1937
Sales (excluding Fuel Taxes):	$					
Alberta	810,561.33	916,717,82	986,965.15			
Saskatchewan	33,973.43	55,002.17	74,822.87			
Manitoba	74,783.00	83,548.35	36,746.55			
Total Sales	919,317.76	1,055,268.34	1,098,534.57			
Cost of Sales:						
Alberta	609,053.11	697,101.82	736,691.99			
Saskatchewan	26,530.34	45,479.94	55,664.02			
Manitoba	52,532.75	60,718.88	25,902.64			
Total Cost of Sales	688,116.20	803,300.64	818,258.65			
Gross Profit:						
Alberta	201,508.22	219,616.00	250,273.16	%24.86	23.96	25.36
Saskatchewan	7,443.09	9,522.23	19,158.85	21.91	17.31	25.61
Manitoba	22,250.25	22,829.47	10,843.91	29.75	27.32	29151
Total Gross Profit	231,201.56	251,967.70	280,275.92	25.15	23.88	25.51
Station and Warehouse Expenses as per Exhibit "B-2"	107,989.47	131,543.71	139,298.79	11.75	12.47	12.68
Selling and Administrative Expenses as per Exhibit "B-2"	82,475 97	73,354.77	77,473.53	8.97	7.42	7.05
Bad Debts written off, less recoveries in following year	3,151.67	6,639.05	11,815.96	.34	.63	1.07
Provision for Depreciation	19,505.62	25,496.87	27,547.04	2.12	2.42	2.51
Total Expenses	213,122.73	242,034.40	256,135.32	23.18	22.94	23.31
Net Profit from Operations	18,078.83	9,933.30	24,140.60	1.97	.94	2.20
Other Income:						
Drums sold to Customers (Net)	2,688.23	3,626.18	1,360.87	.29	.34	.12
Commissions on Collection of Gasoline and Sales Taxes	3,574.37	5,467.79	6,344.19	.39	.52	.58
Trade Discounts on Purchases and Interest	3,221,20	2,665.73	2,313.31	.35	.25	.21
Total Other Income	9,483.80	11,759.70	10,018.37	1.03	1.11	.91
Net Income before Income Taxes	27,562.63	21,693.00	34,158.97	3.00	2.05	3.11
Dominion and Provincial Income Taxes	6,670.76	4,981.71	5,474,18	.73	.47	.50
Net Income	20,891.87	16,711.29	28,684.79	% 2.27	1.58	2.61

GREAT WEST DISTRIBUTORS LIMITED

Statement of Expenses
(Prepared from the Records without Audit)
For the three years ended December 31,1937.

	Year Ended December 31st.		
	1935	1936	1937
Station and Warehouse Expenses:			
Commissions, Agents' Salaries and Warehouse Expenses	74,990.76	93,496.36	110,571.28
Delivery	12,745.89	14,635.52	11,161.28
Rentals- Net	12,728.22	12,177.88	11,100.23
Taxes and Licenses	712.12	2,520.95	2,536.78
Insurance	4,479.64	5,920.74	1,869.52*
Tools and Small Equipment	1,443.90	1,923.60	675.86
Painting and Reconditioning Drums	888.94	868.66	1,383.84
Total	107,989.47	131,543.71	139,298.79

NOTE: In the year 1937 a saving of approximately $2,000.00 was effected on Truck Insurance and a further amount of $2,065.53 was distributed to sundry expense accounts.

Selling and Administrative Expenses:			
Salesmen's Salaries and Expenses	20,598.03	18,640.19	22,737.65
Advertising	4,330.17	3,912.02	3,495.32
Salaries of Executive Officers	17,640.00	17,790.00	17,820.00
Travelling and Miscellaneous Expenses of Executive Officers	5,311.92	5,225.86	4,414.29
Salaries and Expenses of Inspectors	9,737.13	11,947.58	6,195.75
Office Salaries	14,241.50	13,819.50	14,392.13
General Office Expenses, including Rent	4,065.86	3,921.48	6.865.65
Interest and Exchange	1,990.54	1,455.42	1,552.74
Patronage Bonuses	4,560.82	1,642.72	-
Total	82,475.97	78,354.77	77,473.53
Bad Debts Written Off	5,881.51	9.293.88	16,483.14
Less recoveries in following year (to November 30th in 1938)	2,729.84	2,654.83	4,667.18
Total	3,151.67	6,639.05	11,815.96
Provision for Depreciation:			
Buildings	706.56	981.84	1,155.38
Plant and Equipment	4, 387.58	5,327.73	4,883.19
Trucks and Motor Cars	6,130.28	6,618.51	6,421.11
Furniture and Fixtures	353.80	360.60	386.43
Drums	7,927.40	12,208.19	14,700.93
Total	19,505.62	25,496.87	27,547.04

GREAT WEST DISTRIBUTORS LIMITED

Ethyl Gasoline
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August , 1937 and 1938.

	August, 1937					August 1938.				
	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission(G) (1)	Posted Tank Wagon Price (3)	Selling Price in Bulk ¢2)	Truck Haulage	Laid down Cost	Margin before Commission (G) (1)
Calgary Bulk Plant	23.00	23.00	.25	17.67	5.33 (a)	19.00	19.00	.25	13.50	5.50 (a)
Camrose	26.50	-	2.81	20.23	-	22.10	-	2.81	16.06	-
Card ston	24.20	24.20	1.87	17.87	6.33	20.70	20.70	2.81	16.06	4.64
Claresholm	24.60	-	2.08	18.08	-	20.90	-	1.73	14.98	-
Drumheller	2 5.80	25.80	1.73	19.15	6.65 (b)	20.90	20.90	1.73	14.98	5.92 (b)
Edmonton Bulk Plant	25.50	25.50	2.81	19.19	6.31 (a)	22.00	22.00	2.81	16.06	5.94 (a)
Ferintosh	26.80	26.80	2.52	19.94	6.86	21.80	21.80	2.52	15.77	6.03
Foremost	24.30	-	1.87	17.87	-	20.80	-	2.81	16.06	-
Lethbridge Bulk Plant	23.70	23.70	1.51	17.51	6.19 (a)	20.20	20.20	2.30	15.55	4.65 (a)
Medicine Hat	25.10	25.10	2.81	18.81	6.29 (c)	21.60	21.60	2.81	16.06	5.54 (c)
Red Deer	25.80	25.80	1.94	19.36	6.44	21.20	21.20	1.94	15.19	6.01
Stavely	24.60	24.60	2.38	18.38	6.22 (d)	20.80	20.80	1.66	14.91	5.89 (d)
Stettler	26.50	26.50	2.52	19.94	6.56 (e)	21.80	21.80	2.52	15.77	6.03 (e)
Stony Plain	27.80	27.80	3.32	20.20	7.60	22.80	22.80	3.38	16.63	6.17
Vulcan	24.60	24.60	2.16	18.16	6.44 (c)	20.80	20.70	1.51	14.76	5.94 (c)
					All these figures in green					All these figures in green

Notes:

1. The foregoing margins are subject to a commission of 2¢ per gallon payable to the agents with the exception of:
   (a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.
   (b) Agent at Drumheller remits 1¢ per gall on over the tank wagon price, less the usual commission, for service pump sales in consideration of pump rental. Pumps are owned by the Company.
   (c) Agents at Medicine Hat and Vulcan are allowed an additional 1¢ per gallon commission on service pump sales which are reported at tank wagon prices. Pumps are owned by the agents.
   (d) Agent at Stavely allowed a commission of 3¢ per gallon.
   (e) Agent at Stettler reports service pump sales at retail prices which were 4.5¢ and 4.2¢ over tank wagon prices in August 1937 and 1938 respectively; commission of 2¢ per gallon allowed.

2. Selling prices stated above for Calgary, Edmonton and Lethbridge central bulk plants apply to sales in barrel or bulk lots, except in respect of sales to dealers (garages, etc.) and other instances where varying discounts are allowed to meet competition. Sales from retail service pumps at these points vary from tank wagon prices to 3¢ above.

3. Posted Tank Wagon Prices of Imperial Oil Limited in effect for Esso Gasoline in August, 1937 and August 1938 are shown above.

GREAT WEST DISTRIBUTORS LIMITED

Red Head Gasoline
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938.

	August 1937					August 1938.				
	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)	Posted Tank Wagon Price (3)	Selling Price in Bulk	Truck Haulage	Laid down Cost	Margin before Commission (1)
Calgary Bulk Plant	21.00	21.00	.25	15.67	5.33 (a)	16.50	16.50	.25	11.25	5.25(a)
Camrose	24.50	-	2.81	18.23	-	19.70	19.60	2.81	13.81	5.79
Cardston	22.20	22.20	1.87	15.87	6.33	18.20	18.20	2.81	13.81	4.39
Claresholm	22.60	22.60	2.08	16.08	6.52	18.40	-	1.73	12.73	-
Drumheller	23.80	23.80	1.73	17.15	6.65 (b)	18.40	18.40	1.73	12.73	5.67(b)
Edmonton Bulk Plant	23.50	23.50	2.81	17.19	6.31 (a)	19.50	19.50	2.81	13.81	5.69(a)
Ferintosh	24.80	24.80	2.52	17.94	6.86	19.30	19.30	2.52	13.52	5.78
Foremost	22.30	22.30	1.87	15.87	6.43	18.30	18.30	2.81	13.81	4.49
Lethbridge Bulk Plant	21.70	21.70	1.51	15.51	6.19 (a)	17.70	17.70	2.30	13.30	4.40(a)
Medicine Hat	23.10	23.10	2.81	16.81	6.29 (c)	19.10	19.10	2.81	13.81	5.29(c)
Red Deer	23.80	23.80	1.94	17.36	6.44	18.70	18.70	1.94	12.94	5.76
Stavely	22.60	22.60	2.38	16.38	6.22(d)	18.30	18.30	1.66	12.66	5.64(d)
Stettler	24.50	24.50	2.52	17.94	6.56(e)	19.30	19.30	2.52	13.52	5.78(e)
Stony Plain	25.80	25.80	3.82	18.20	7.60	20.30	20.30	3.38	14.38	5.92
Vulcan	22.60	22.60	2.16	16.16	6.44(c)	18.20	18.20	1.51	12.51	5.69(c)
					All these figures in green					All these figures in green

Notes:

1. The foregoing margins are subject to a commission of 2¢ per gallon payable to the agents with the exception of:

   (a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.
   (b) Agent at Drumheller remits 1¢ per gallon over the tank wagon price less the usual commission for service pump sales in consideration of pump rental. Pumps are owned by the Company.
   (c) Agents at Medicine Hat and Vulcan are allowed an additional 1¢ per gallon commission on serviced pump sales which are reported at tank wagon prices. Pumps are owned by the agents.
   (d) Agent at Stavely allowed a commission of 3¢ per gallon.
   (e) Agent at Stettler reports service pump sales at retail prices, which were 4.5¢ and 4.7¢ over tank wagon prices for August, 1937 and 1938 respectively; commission of 2¢ per gallon allowed.

2. Selling prices stated above for Calgary, Edmonton and Lethbridge central bulk plants apply to sales in barrel or bulk lots, except in respect of sales to dealers (garages, etc) and other instances where varying discounts are allowed to meet competition. Sales from retail service pumps at these points very from tank wagon prices to 3¢ above.

3. Posted Tank Wagon Prices of Imperial Oil Limited in effect for 3-Star Gasoline in August, 1937 and August, 1938 are shown above.

Exhibit 528 - 23

GREAT WEST DISTRIBUTORS LIMITED

Powerite Gasoline
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938

	August, 1937					August, 1938				
	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)
Calgary Bulk Plant	-	16.00	.25	11.75	4.25(a)	14.00	-	.25	9.50	- (a)
Camrose	-	19.00	2.81	14.31	4.69(b)	17.10	-	2.81	12.06	- (b)
Cardston	-	16.20	1.51	12.51	3.69	15.70-1.00	15.70	2.81	12.06	3.64
Claresholm	-	-	1.73	13.23	-	15.90	-	1.73	10.98	-
Drumheller	-	18.80	1.73	13.23	5.57(c)	15.90	15.90	1.73	10.98	4.92(c)
Edmonton Bulk Plant	-	19.20	2.81	14.31	4.89(a)	17.00	17.00	2.81	12.06	4.94(a)
Ferintosh	-	19.30	2.52	14.02	5.28	16.80	16.80	2.52	11.77	5.03
Foremost	-	-	2.81	14.31	-	15.80-1.00	-	2.81	12.06	-
Lethbridge Bulk Plant	-	16.20	.25	11.25	4.95(a)	15.20-1.00	15.20	2.30	11.55	3.65(a)
Medicine Hat	-	18.10	2.16	13.16	4.94	16.60-1.00	16.60	2.81	12.06	4.54
Red Deer	-	18.30	1.94	13.44	4.86	16.20	16.20	1.94	11.19	5.01
Stavely	-	17.10	1.66	13.16	3.94(d)	15.80	16.10	1.66	10.91	5.19(d)
Stettler	-	19.00	2.52	14.02	4.98(e)	16.80	16.80	2.52	11.77	5.03(e)
Stony Plain	-	20.30	3.38	14.88	5.42	17.80	17.80	3.38	12.63	5.17
Vulcan	-	-	1.51	13.01	- (f)	15.70	-	1.51	10.76	- (f)
					All these figures in green					All these figures in green

Notes:

1. The foregoing margins are subject to a commission of 2¢ per gallon payable to the agents with the exception of:
   (a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.
   (b) Agent at Camrose allowed a commission of $2\frac{1}{2}$¢ per gallon.
   (c) Agent at Drumheller remits 1¢ per gallon over the tank wagon price, less the usual commission, for service pump sales in consideration of pump rental. Pumps are owned by the Company
   (d) Agent at Stavely allowed a commission of 3¢ per gallon.
   (e) Agent at Stettler reports service pump sales at retail prices which were 4¢ and 4.2¢ over tank wagon prices in August, 1937 and 1938 respectively; commission of 2¢ per gallon allowed.
   (f) Agent at Vulcan is allowed an additional 1¢ per gallon commission on service pump sales which are reported at tank wagon prices. Pumps are owned by the Agent.

2. Selling prices stated above for Calgary, Edmonton and Lethbridge central bulk plants apply to sales in barrel or bulk lots, except in respect of sales to dealers (garages, etc.) and other instances where varying discounts are allowed to meet competition. Sales from retail service pumps at these points vary from 2¢ below to 3¢ above tank wagon prices.

3. Posted Tank Wagon Prices corresponding to this product could not be ascertained for August, 1937. Posted Tank Wagon Prices of Imperial Oil Limited in effect for Acto Gasoline in August, 1938 are shown above.

Exhibit 528 - 24

GREAT WEST DISTRIBUTORS LIMITED

Purple Gas (Light Distillate)
Statement of Unit Sales Prices and Costs in Cents per Gallon
For the Months of August, 1937 and 1938.

	August 1937					August 1938.				
	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin Before Commission (1)	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)
Calgary Bulk Plant	17.00	15.50	.25	13.17	2.33(a)	14.00	14.00	.25	9.50	4.50(a)
Camrose	19.50	-	2.81	15.73	-	17.10	-	2.81	12.06	-
Cardston	17.20-1.00	16.20	1.87	12.87	3.33	15.70-1.00	14.70	2.81	12.06	2.64
Claresholm	17.60	17.60	2.08	13.08	4.52	15.90	-	1.73	10.98	-
Drumheller	18.80	-	1.73	14.65	-	15.90	-	1.73	10.98	-
Edmonton Bulk Plant	19.70	19.70	2.81	14.39	5.31(a)	17.00	17.00	2.81	12.06	4.94(a)
Ferintosh	19.80	19.80	2.52	15.44	4.36	16.80	16.80	2.52	11.77	5.03
Foremost	17.30-1.00	17.30	1.87	12.87	4.43	15.80-1.00	14.80	2.81	12.06	2.74
Lethbridge Bulk Plant	16.70	-	1.51	12.51	- (a)	15.20-1.00	-	2.30	11.55	- (a)
Medicine Hat	18.10-1.00	17.10	2.81	13.81	3.29	16.60-1.00	15.60	2.81	12.06	3.54
Red Deer	18.80	18.80	1.94	14.86	3.94	16.20	16.20	1.94	11.19	5.01
Stavely	17.60	17.60	2.38	13.38	4.22(b)	15.80	-	1.66	10.91	- (b)
Stettler	19.50	19.50	2.52	15.44	4.06	16.80	-	2.52	11.77	-
Stony Plain	20.80	20.80	3.82	15.40	5.40	17.80	-	3.38	12.63	-
Vulcan	17.60	17.60	2.16	13.16	4.44(c)	15.70	15.70	1.51	10.76	4.94(c)
					All these figures in green					All these figures in green

Notes:

1. The foregoing margins are subject to a commission of 2¢ per gallon payable to the agents with the exception of:

   (a) Calgary, Edmonton and Lethbridge central bulk plants, at which all expenses are assumed by the Company and commissions do not apply.
   (b) Agent at Stavely allowed a commission of 3¢ per gallon.
   (c) Agent at Vulcan is allowed an additional 1¢ per gallon commission on service pump sales which are reported at tank wagon prices. Pumps are owned by the agent.

2. Selling prices stated above for Calgary, Edmonton and Lethbridge central bulk plants apply to sales in barrel or bulk lots except in respect of sales to dealers (garages, etc.) and other instances where varying discounts are allowed to meet competition.

3. Posted Tank Wagon Prices of Imperial Oil Limited in effect for Light Distillate in August, 1937 and for Acto Gasoline in August, 1938 are shown above.

GREAT WEST DISTRIBUTORS LIMITED

Tractor Kerosene
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938.

	August 1937					August 1938				
	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)	Posted Tank Wagon Price (3)	Selling Price in Bulk (2)	Truck Haulage	Laid-down Cost	Margin before Commission (1)
Calgary Bulk Plant	18.00	-	.25	13.17	- (a)	13.00	-	.25	9.00	- (a)
Camrose	20.50	21.50	2.81	15.73	5.77(b)	16.10	-	2.81	11.56	- (b)
Cardston	16.20-2.00	14.20	1.87	11.87	2.33	14.70-2.00	-	2.81	11.56	-
Claresholm	18.60-2.10	-	2.08	12.08	-	14.90-1.90	-	1.73	10.48	-
Drumheller	19.80	-	1.73	14.65	-	14.90	-	1.73	10.48	-
Edmonton Bulk Plant	20.70	-	2.81	15.39	- (a)	16.00	16.00	2.81	11.56	4.44(a)
Ferintosh	20.80	20.80	2.52	15.44	5.36	15.80	15.80	2.52	11.27	4.53
Foremost	16.30-2.00	14.30	1.87	11.87	2.43	14.80-2.00	12.80	2.81	11.56	1.24
Lethbridge Bulk Plant	15.70-2.00	-	1.51	11.51	- (a)	14.20-2.00	12.20	2.30	11.05	1.15(a)
Medicine Hat	17.0-2.00	16.10	2.81	12.81	3.29	15.60-2.00	13.60	2.81	11.56	2.04
Red Deer	19.80	19.80	1.94	14.86	4.94	15.20	16.20	1.94	10.69	5.51
Stavely	18.60	18.60	2.38	12.38	6.22(c)	14.80	-	1.66	10.41	- (c)
Stettler	20.50	20.50	2.52	15.44	5.06	15.80	15.80	2.52	11.27	4.53
Stony Plain	21.80	21.70	3.82	16.40	5.30	16.80	-	3.38	12.13	-
Vulcan	18.60	-	2.16	12.16	-	14.70	-	1.51	10.26	-
					All these figures in green					All these figures in green

Notes:

1. The foregoing margins are subject to a commission of 2¢ per gallon pyable to the agents with the exception of:

   (a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.
   (b) Agent at Camrose allowed a commission of 2½¢ per gallon.
   (c) Agent at Stavely allowed a commission of 3¢ per gallon.

2. Selling prices stated above for Calgary, Edmonton and Lethbridge central bulk plants apply to sales in barrel or bulk lots, except in respect of sales to dealers (garages, etc.) and other instances where varying discounts are allowed to meet competition.

3. Posted Tank Wagon Prices of Imperial Oil Limited in effect for Tractor Distillate in August, 1937 and August, 1938 are shown above.

Exhibit 528-26

GREAT WEST DISTRIBUTORS LIMITED

Lubricating Oils - Red Head Motor 30
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938

	August, 1937					August, 1938				
	Selling Price (Full Drums)	Selling Price less Commission	Truck Haulage	Laid-down Cost	Margin after Commission	Selling Price Full Drums)	Selling Price less Commission	Truck Haulage	Laid-down Cost	Margin after Commission
Calgary Bulk Plant	¤80.00	80.00	-	33.68	46.32 (a)	¤80.00	80.00	-	31.90	48.10 (a)
Camrose	80.00	65.00	1,90	37.28	27.72	¤80.00	65.00	1.90	35.49	29.51
Cardston	¤80.00	75.00	3.50	37.18	37.82	¤80.00	70.00	3.50	35.40	34.60
Claresholm	¤80.00	65.00	2.16	35.84	29.16	¤80.00	65.00	2.16	34.06	30.94
Drumheller	¤80.00	70.00	2.16	35.84	34.16	¤80.00	70.00	2.16	34.06	35.94
Edmonton Bulk Plant	¤80.00	80.00	-	35.38	44.62 (a)	¤80.00	80.00	-	33.59	46.41 (a)
Forintosh	¤80.00	67.00	3.15	36.83	30.17	¤80.00	67.00	3.15	35.05	31.95
Foremost	¤80.00	70.00	3.52	37.20	32.80	80.00	70.00	3.52	35.42	34.58
Lethbridge Bulk Plant	¤80.00	80.00	2.88	36.56	43.44 (a)	¤80.00	80.00	2.88	34.78	45.22 (a)
Medicine Hat	¤80.00	75.00	3.52	37.20	37.80	¤80.00	75.00	3.52	35.42	39.58
Red Deer	¤80.00	65.00	2.43	36.11	28.89	¤80.00	65.00	2.43	34.33	30.67
Stavely	¤80.00	65.00	2.08	35.76	29.24	¤80.00	65.00	2.08	33.98	31.02
Stettler	¤80.00	70.00	3.15	36.83	33.17	¤80.00	70.00	3.15	35.05	34.95
Stony Plain	¤80.00	67.00	1.26	36.64	30.36	80.00	67.00	1.26	34.85	32.15
Vulcan	¤80.00	67.00	1.89	35.57	31.43	¤80.00	67.00	1.89	33.79	33.21
					These figures in green					These figures in green

Basis of Laid-down Costs	August, 1937 Invoice Cost	Duty and Tax	Freight	Laid-down Cost in Bulk	August, 1938 Invoice Cost	Duty and Tax	Freight	Laid-down Cost in Bulk
Calgary	16.44	4.31	12.93	33.68	14.39	4.08	13.43	31.90
Edmonton	16,44	4.31	14.63	35.38	14.39	4.08	15.12	33.59

Notes:

No provision has been made in the above statement for the cost of transferring the product into drums, and cleaning, reconditioning or purchase of drums.

"Laid-down Cost in Bulk" represents actual cost delivered at Calgary and Edmonton. Purchases were also made, delivered at Winnipeg, and later forwarded to Calgary. The additional freight is not included above.

Red Head Oils, Motor 10, 20, 30 and 40 and Tractor 40 are sold at 80¢ per gallon for full drum lots. The cost price varies approximately 4¢ between Motor 10 and Tractor 40 and, in the above statement, Motor 30 was taken as a fair average.

(a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.

¤ Selling prices taken from sales invoices. Other selling prices quoted above were taken from the printed price lists of the Company.

GREAT WEST DISTRIBUTORS LIMITED

Lubricating Oils - Red Head Tractor 50
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938.

	August 1937					August 1938				
	Selling Price (Full Drum)	Selling Price less Commission	Truck Haulage	Laid-down Cost	Margin after Commission	Selling Price (Full Drum)	Selling Price less Commission	Truck Haulage	Laid-down Cost	Margin after Commission
Calgary Bulk Plant	¤ 87.00	87.00	-	37.67	49.33(a)	87.00	87.00	-	33.66	53.34(a)
Camrose	87.00	72.00	1.90	41.27	30.73	87.00	72.00	1.90	36.96	35.04
Cardston	87.00	82.00	3.50	41.17	40.83	87.00	77.00	3.50	37.16	39.84
Claresholm	¤ 87.00	72.00	2.16	39.83	32.17	¤87.00	72.00	2.16	35.82	36.18
Drumheller	87.00	77.00	2.16	39.83	37.17	87.00	77.00	2.16	35.82	41.18
Edmonton Bulk Plant	87.00	87.00	-	39.37	47.63(a)	¤87.00	87.00	-	35.06	51.94(a)
Ferintosh	¤ 87.00	73.30	3.15	40.82	32.48	87.00	73.30	3.15	36.81	36.49
Foremost	87.00	77.00	3.52	41.19	35.81	87.00	77.00	3.52	37.18	39.82
Lethbridge Bulk Plant	87.00	87.00	2.88	40.55	46.45(a)	¤87.00	87.00	2.88	36.54	50.46(a)
Medicine Hat	87.00	82.00	3.52	41.19	40.81	87.00	82.00	3.52	37.18	44.82
Red Deer	87.00	72.00	2.43	40.10	31.90	87.00	72.00	2.43	36.09	35.91
Stavely	¤87.00	72.00	2.08	39,75	32.25	¤87.00	72.00	2.08	35.74	36.26
Stettler	87.00	77.00	3.15	40.82	36.18	87.00	77.00	3.15	36.81	40.19
Stony Plain	¤87.00	73.30	1.26	40.63	32,67	¤87.00	73.30	1.26	36.32	36.98
Vulcan	87.00	73.30	1.89	39.56	33.74	¤87.00	73.30	1.89	35.55	37.75

All these figures in green

Basis of Laid-down Costs	Invoice Cost	Duty and Tax	Freight	Laiddown Cost in Bulk
Calgary	20.04	4.70	12.93	37.67
Edmonton	20.04	4.70	12.93	39.37

All these figures in green

	Invoice Cost	Duty and Tax	Freight	Laid-down Cost in Bulk
	15.71	4.23	13.72	33.66
	15.71	4.23	15.12	35.06

Notes:

No provision has been made in the above statement for the cost of transferring the product into drums, and cleaning, reconditioning or purchase of drums.

"Laid-down Cost in Bulk" represents actual cost delivered at Calgary and Edmonton. Purchases were also made, delivered at Winnipeg, and later forwarded to Calgary. The additional freight is not included above.

(a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.

¤ Selling prices taken from sales invoices. Other selling prices quoted above were taken from the printed price lists of the Company.

Exhibit 528-28

GREAT WEST DISTRIBUTORS LIMITED

Transmission Oil
Statement of Unit Sales Prices and Costs in Cents per Gallon

For the Months of August, 1937 and 1938

	August, 1937					August, 1938				
	Selling Rice (Full Drums)	Selling Price less Commission	Truck Haulage	Laid down Cost	Margin after Commission	Selling Price (Full Drums)	Selling Price less Commission	Truck Haulage	Laid down Cost	Margin after Commission
Calgary Bulk Plant	¤70.00	70.00	-	22.71	47.29 (a)	¤70.00	70.00	-	23.47	46.53 (a)
Camrose	70.00	55.00	5.40	28.11	26.89	¤ 70.00	55.00	5.40	28.87	26.13
Cardston	70.00	65.00	3.50	26.21	38.79	¤70.00	60.00	3.50	26.97	33.03
Claresholm	70.00	55.00	2.16	24.87	30.13	70.00	55.00	2.16	25.63	29.37
Drumheller	¤70.00	60.00	2.16	24.87	35.13	¤70.00	60.00	2.16	25.63	34.37
Edmonton Bulk Plant	70.00	70.00	3.51	26.22	43.78 (a)	¤70.00	70.00	3.51	26.98	43.02 (a)
Ferintosh	¤70.00	58.00	3.15	25.86	32.14	¤70.00	58.00	3.15	26.62	31.38
Foremost	70.00	60.00	3.52	26.23	33.77	70.00	60.00	3.52	26.99	33.01
Lethbridge Bulk Plant	¤70.00	70.00	2.88	25.59	44.41 (a)	¤70.00	70.00	2.88	26.35	43.65 (a)
Medicine Hat	70.00	65.00	3.52	26.23	38.77	70.00	65.00	3.52	26.99	38.01
Red Deer	¤70.00	55.00	2.43	25.14	29.86	70.00	55.00	2.43	25.90	29.10
Stavely	70.00	55.00	2.08	24.79	30.21	70.00	55.00	2.08	25.55	29.45
Stettler	70.00	60.00	3.15	25.86	34.14	70.00	60.00	3.15	26.62	33.38
Stony Plain	70.00	58.00	3.78	26.49	31.51	¤70.00	58.00	3.78	27.25	30.75
Vulcan	¤70.00	58.00	1.89	24.60	33.40	¤70.00	58.00	1.89	25.36	32.65
					These figures in green					These figures in green

Basis of Laid-down Cost	Invoice Cost	Duty and Tax	Freight Bulk	Laid down Cost in	Invoice Cost	Duty and Tax	Freight Bulk	Laid down Cost in
Calgary	6.60	3.22	12.89	22.71	6.60	3.22	13.65	23.47

Notes:

No provision has been made in the above statement for the cost of transferring the product into drums and cleaning, reconditioning or purchase of drums.

"Laid-down Cost in Bulk" represents actual cost delivered at Calgary. Purchases were also made, delivered at Winnipeg, and later forwarded to Calgary. The additional freight is not included above.

(a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply.

¤ Selling prices taken from sales invoices. Other selling prices quoted above were taken from the printed price lists of the Company.

Exhibit 528-29

GREAT WEST DISTRIBUTORS LIMITED

Pressure Gun Grease (Dark Green)
Statement of Unit Sales Prices and Costs in Cents per Pound

For the Months of August, 1937 and 1938

	August, 1937					August, 1938				
	Selling Price (Full Drums	Selling Price Loss Commission	Truck Haulage	Laid-Down Cost	Margin after Commission	Selling Price (Full Drums)	Selling Price Less Commission	Truck Haulage	Laid-down Cost	Margin after Commission
Calgary Bulk Plant	¤9.00	9.00	-	5.60	3.40 (a)	9.00	9.00	-	5.85	3.15 (a)
Camrose	9.00	8.55	.19	5.79	2.76	9.00	7.10	.19	6.04	1.06
Cardston	¤9.00	7.10	.35	5.95	1.15	¤9.00	7.10	.35	6.20	.90
Claresholm	9.00	7.10	.22	5.82	1.28	¤9.00	7.10	.22	6.07	1.03
Drumheller	9.00	7.10	.22	5.82	1.28	9.00	7.10	.22	6.07	1.03
Edmonton Bulk Plant	9.00	9.00	-	5.60	3.40 (a)	¤9.00	9.00	-	5.85	3.15(a)
Forintosh	¤9.00	7.10	.32	5.92	1.18	9.00	7.10	.32	6.17	.93
Foremost	9.00	7.10	.35	5.95	1.15	9.00	7.10	.35	6.20	.90
Lethbridge Bulk Plant	¤9.00	9.00	.29	5.89	3.11 (a)	¤9.00	9.00	.29	6.14	2.86 (a)
Medicine Hat	9.00	7.10	.35	5.95	1.15	¤9.00	7.10	.35	6.20	.90
Red Deer	¤9.00	7.10	.24	5.84	1.26	9.00	7.10	.24	6.09	1.01
Stavely	¤9.00	7.55	.21	5.81	1.74	9.00	7.55	.21	6.06	1.49
Stettler	¤9.00	8.00	.32	5.92	2.08	9.00	8.00	.32	6.17	1.83
Stony Plain	¤9.00	7.10	.13	5.73	1.37	¤9.00	7.10	.13	5.98	1.12
Vulcan	¤9.00	7.10	.19	5.79	1.31	¤9.00	7.10	.19	6.04	1.06
					Those figures in green					Those figures in green

NOTES:

Cost of containers is included in the Selling Price and Laid-down Cost in the above statement

(a) Calgary, Edmonton and Lethbridge central bulk plants at which all expenses are assumed by the Company and commissions do not apply

¤ Selling prices taken from sales invoices. Other selling prices quoted above were taken from the printed price lists of the Company

Exhibit 528-3

GREST WEST DISTRIBUTORS LIMITED

Names of Suppliers and Costs per Gallon at Refinery and at Calgary
Of Products purchased during August, 1937 and August, 1938

Name of Supplier	Point of Delivery	Cost per Gallon at Refinery August, 1937	Cost per Gallon at Refinery August, 1938	Trucking Rate to Calgary Bulk Station	Cost per Gallon Calgary Bulk Station August, 1937	Cost per Gallon Calgary Bulk Station August, 1938
British American Oil Company Limited:						
Ethyl Gasoline	Calgary	17.42¢	13.25	.25	17.67	13.50
" "	Coutts	16.00	-	2.80	-	-
Red Head Gasoline	Calgary	15.42	11.00	.25	15.67	11.25
" "	Coutts	14.00	-	2.80	-	-
Powerite Gasoline	Calgary	11.50	9.25	.25	11.75	9.50
Purple Gasoline	Calgary	12.92	9.25	.25	13.17	9.50
" "	Coutts	11.00	-	2.80	-	-
Turner Valley Naphtha	Turner Valley	8.28	-	.75	9.03	-
Absorption Gasoline	Turner Valley	-	7.00	.75	-	7.75
Diesel Fuel	Calgary	-	7.00	.25	-	7.25
Tractor Kerosene	Calgary	12.92	8.75	.25	13.17	9.00
" "	Coutts	10.00	-	2.80	-	-
Lamp Kerosene	Calgary	14.80	12.25	.25	15.05	12.50
" "	Coutts	13.00	-	2.80	-	-
Huff Refining Company Limited:						
Powerite Motor Fuel	Lethbridge	11.00	-	2.30	13.30	-
Diesel Fuel	Lethbridge	8.00	-	2.30	10.30	-
Tractor Kerosene	Lethbridge	-	8.50	2.30	-	10.80
Lion Oil Petroleum Products Limited:						
Powerite Gasoline	Calgary	11.50	-	.25	11.75	-
Diesel Fuel No. 1	Calgary	9.00	[illegible]	[illegible]	[illegible]	6.05
Diesel Fuel No. 2	Calgary	[illegible]	-	[illegible]	8.25	[illegible]
Treated Naphtha	Calgary	11.50	-	.25	11.75	-
Tractor Kerosene	Calgary	-	7.00	.25	-	7.25
Engine Motor Fuel	Calgary	9.00	-	.25	9.25	-
Gas and Oil Products Limited:						
Powerite Gasoline	Turner Valley	-	8.00	.75	-	8.75
Casinghead No. 2 (Naphtha)	Turner Valley	8.47	-	.75	9.22	-
Tractor Kerosene	Turner Valley	-	7.50	.75	-	8.25
Imperial Oil Company Limited						
Absorption Naphtha	Turner Valley	8.50	-	.75	9.25	-

Exhibit 528-31

GREAT WEST DISTRIBUTORS LIMITED

Names of Suppliers and Costs per Gallon as to Oils and per Pound as to Greases
Of Products purchased during August, 1937 and August, 1938

Name of Supplier	Point of Shipment	Cost per Gallon at Point of Delivery: August, 1937 American Gallons	August, 1937 Imperial Gallons	August, 1938 American Gallons	August, 1938 Imperial Gallons	Duty	Sales and Excise Tax August 1937	Sales and Excise Tax August 1938	Freight August 1937	Freight August 1938	Delivered Calgary Bulk Station August 1937	Delivered Calgary Bulk Station August 1938
Bodie Hoover Petroleum Corp:												
Reliance Motor 10	Texas	9.25¢	11.10	-	-	2.25	1.47	-	13.90	-	28.72	-
" " 30	"	-	-	10.50	12.60	2.25	-	1.63	-	13.90	-	30.38
" " 40	"	-	-	11.00	13.20	2.25	-	1.70	-	13.90	-	31.05
" Tractor 40	"	-	-	11.25	13.50	2.25	-	1.73	-	13.90	-	31.38
" " 50	"	14.00	16.80	13.00	15.60	2.25	2.10	1.96	13.90	13.90	35.05	33.71
" " 60	"	14.72	17.67		-	2.25	2.19	-	13.90	-	36.01	-
Champlin Refining Company:												
Red Head Motor 10	Oklahoma	10.00	12.00	10.00	12.00	2.25	1.57	1.57	12.93	13.72	28.75	29.54
" " " 20	"	11.90	14.28	11.33	13.60	2.25	1.82	1.74	12.93	13.72	31.28	31.31
" " " 30	"	13.70	16.44	11.99	14.39	2.25	2.06	1.83	12.97	13.43	33.72	31.90
" " " 40	"	14.75	17.70	12.375	14.85	2.25	2.19	1.88	12.93	13.58	35.07	32.56
" " Tractor 40	"	16.025	19.23	12.84	15.41	2.25	2.36	1.94	12.97	13.58	36.81	33.18
" " " 50	"	16.70	20.04	13.09	15.71	2.25	2.45	1.98	12.97	13.72	37.71	33.66
Transmission Oil	"	5.50	6.60	5.50	6.60	2.25	.97	.97	12.89	13.65	22.71	23.47
Ohio Oil Company:												
Red Head Motor 10	Texas	-	-	9.00	10.80	2.25	-	1.44	-	13.87	-	28.36
" " " 20	"	-	-	9.805	11.77	2.25	-	1.54	-	13.88	-	29.44
" " " 30	"	-	-	10.575	12.69	2.25	-	1.64	-	13.88	-	30.46
" " " 40	"	-	-	10.855	13.02	2.25	-	1.68	-	13.92	-	30.87
" Tractor 40	"	-	-	11.45	13.74	2.25	-	1.76	-	13.84	-	31.59
North Star Oil Limited:												
Dark Green Gun Grease	Calgary		5.60¢		5.85						5.60	5.85
Yellow Gun Grease	"		5.10		5.55						5.10	5.55
Dark Green Cup Grease	"		5.70		6.10						5.70	6.10
Yellow Cup Grease	"		-		5.85						-	5.85
Summer Transmission Grease	"		5.00		5.10						5.00	5.10
Axle Grease	"		3.80		4.65						3.80	4.65
Rear Axle Compound	"		6.60		7.10						6.60	7.10
Dark Fibre Grease	"		6.50		6.85						6.50	6.85
Graphite Spring Grease	"		-		6.50						-	6.50
Water Pump Grease	"		-		9.95						-	9.95
Hypoid Gear Lubricant	"		-		18.25						-	18.25
Castor Machine Oil	"		-		41.80						-	41.80
Steam Cylinder Oil	"		42.00		54.00						42.00	54.00
Transmission Oil	"		-		42.00						-	42.00

Record
Page

EXHIBIT 529 - Submission presented by the witness Mackenzie on behalf of the Great West Distributors. Extended in full in the Report. See page 12,164 et seq... 12,164

EXHIBIT "530" - 1,085 -

C. T. C. (AC) No. 4

C A N A D I A N F R E I G H T A S S O C I A T I O N

AGREED CHARGE

-Between The-

CANADIAN NATIONAL RAILWAYS
CANADIAN PACIFIC RAILWAY

-And-

Imperial Oil Limited

McColl-Frontenac Oil Company, Limited

-On-

PETROLEUM PRODUCTS

As Specified herein

-From-

CALGARY, ALBERTA

-To-

POINTS IN THE PROVINCES OF ALBERTA AND SASKATCHEWAN

Specified herein

EFFECTIVE AUGUST 15th, 1939

Issued under Authority of the Transport Act, 1938.
pproved by Order No. of the Board of Transport Commissioners for Canada dated
1939

Issued by:
G. C. RANSOM,
Chairman, Canadian Freight Ass'n.
MONTREAL, Que.

W.

AGREEMENT FOR THE CARRIAGE OF GOODS
UNDER AN AGREED CHARGE

A. PARTIES.

The undermentioned railways, having their respective head offices at Montreal, Province of Quebec, hereinafter called the Railway:

Canadian National Railway Company.

Canadian Pacific Railway Company.

-and-

The undermentioned companies, bodies corporate having their head offices at the cities specified, acting severally, hereinafter called the Shipper:

Imperial Oil Limited.....Sarnia.....Ont.

McColl-Frontenac Oil Company, Limited.....Toronto.....Ont.

B. PURPOSE.

This agreement on the part of the Railway is intended to enable the Railway to meet competition of highway transport.

C. DESCRIPTION OF TRAFFIC.

All Petroleum Products (excluding Crude Oil) as described in the Canadian Freight Classification No. 19, supplements thereto or re-issues thereof, under the heading of "Petroleum and Petroleum Products", in bulk or in packages, carloads, handled, by, for, or in connection with the business of the shipper, from Calgary, Alta., to the stations and/or places specified in paragraph "D" (2) and the district which can be served therefrom hereinafter called "the said traffic."

D. (1) STATIONS AND/OR PLACES FROM WHICH APPLICABLE.
Calgary, Alta.

(2) STATIONS AND/OR PLACES TO WHICH APPLICABLE.
Railway Stations and/or destinations in the Provinces of Alberta and Saskatchewan.

E. AGREED CHARGE, applicable singly over each line of Railway party hereto.

Distances	Cents per 100 lbs.	Distances	Cents per 100 lbs.
Up to and including 20 miles.....	5	130 miles.....	23
35 "	6	140 ".....	24
40 "	7	150 ".....	26
45 "	8	160 ".....	28
50 "	9	170 ".....	29
55 "	10	180 ".....	31
60 "	11	190 ".....	33
70 "	12	200 ".....	34
75 "	13	210 ".....	36
80 "	14	220 ".....	38
85 "	15	230 ".....	40
90 "	16	240 ".....	41
100 "	17	250 ".....	43
110 "	19	260 ".....	45
120 "	21	270 ".....	46

Beyond 270 miles the current tariff rates will apply.

The Charges herein specified are subject to the following provisions, namely:-

(1) The minimum weight per carload shall be in accordance with the Canadian Freight Classification No. 19, supplements thereto and re-issues thereof.

(2) The charge for shipment in tank cars shall be computed at the weight of eight (8) pounds per Imperial gallon.

(3) The gallonage capacities of tank cars shall be as published in Agent L.E.Kipp's Tariff No. 300-B, C. T. C. No. A-791, supplements thereto and re-issues thereof.

(4) The weight-carrying capacities of tank cars shall be as published in the current issue of the Railway Equipment Register issued by Agent G. P. Conard.

(5) The said traffic shall be subject to the regulations governing the transportation of Explosives and other Dangerous Articles by freight prescribed by the Board of Transport Commissioners for Canada as published in the regular tariffs of the Railway.

E. AGREED CHARGE -- Con.

(6) The Railway shall not be obligated to furnish tank cars for the transportation of commodities herein mentioned. An allowance of 1½ cents per car mile loaded and empty will be made by the Railway when the commodities mentioned herein are transported in tank cars owned or leased by the Shipper, subject to the rules and regulations governing such allowances published in the regular tariffs of the Railway.

(7) The distance to be used in computing the agreed charge will be the mileage published in the Official Distance Tables, amendments thereto or re-issues thereof, of the respective Railways, as follows:-

Canadian National Railways No. W-100-B, C. T. C. No. W-662.

Canadian Pacific Railways No. W-100, C. T. C. No. W-2937.

Between competitive points located on the lines of the railways parties hereto, the shortest mileage of either railway will govern.

F. ROUTING.

Direct, via each line of railway party hereto.

CONDITIONS ATTACHING TO THE AGREED CHARGE.

1. (a) Except as otherwise herein provided, the Shipper agrees to delivery to the Railway for carriage between the stations and/or places specified in Paragraph "D" the said traffic howsoever directed or consigned; and not to ship or cause to be carried any part of the said traffic by any means of highway transportation whatsoever.

(b) The Shipper further agrees to deliver to the Railway for carriage between the stations and/or places specified in Paragraph "D" all less-than-carload shipments of Petroleum Products in packages, which will be subject to the regular less-than-carload rates.

(c) The shipper shall be at liberty without infringing the provisions of this agreement to ship the said traffic from Calgary, Alta., in trucks of a tank capacity not exceeding 1,000 gallons, for distances not exceeding 30 miles by highway (according to the "Official Highway Map, 1938" of the Department of Public Works, Province of Alberta), and in the case of products shipped by rail from Calgary to any station or place distant not less than 30 miles therefrom, may transfer such products by truck to any nearby agency.

(d) Subject to clauses (a), (b) and (c) nothing in this agreement shall be contrued to prevent any Shipper party hereto from shipping any petroleum products specified in Paragraph C from any refinery at Calgary either in its own name or in that of the owner or operator of the said refinery.

2. Except as otherwise herein provided the agreed charge does not include special services at origin, destination or in transit for which special tariffs of tolls are published under the Railway Act.

3. This agreement, except as herein otherwise provided, is intended to deal with the said traffic only in respect of rates for general transportation services; other terms and conditions which would otherwise be applicable shall continue to apply as if the said traffic were carried under the regular tariffs of the Railway, and the Canadian Freight Classification.

4. Upon default on the part of the Shipper, the Railway shall have the right to recover from the Shipper for all merchandise shipped hereunder the difference between the agreed charge and charges based on the regular tariffs in effect at the time of shipment of such merchandise, and in addition thereto shall be entitled to liquidate damages at the rate of ten (10%) of the agreed charge on all merchandise shipped otherwise than in accordance with the provisions hereof.

5. The Shipper shall permit the Railway, at all reasonable times, to inspect all shipping books and shipping records whatsoever for the purpose of verifying the carriage of the said traffic in accordand with the provisions hereof.

6. This agreement shall come into effect on the fifteenth day of August in the year nineteen-thirty-nine, or such other date as may be approved by the Board of Transport Commissioners for Canada, and shall continue as to each party hereto until terminated by such party by a three-months' notice in writing, effective at the end of the year 1939, or any time thereafter, but in any case this agreement shall terminate not later than March 31st, 1940; provided that should the Board's approval hereof be restricted as to time the period so specified (but not after March 31st, 1940), shall be deemed to be the term hereof.

C. T. C. (AC) No. 4, Page 3

THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA.

SIGNED for and on behalf of

CANADIAN NATIONAL RAILWAY COMPANY

CANADIAN PACIFIC RAILWAY COMPANY

G. C. Ransom, Chairman, Canadian Freight Association, Montreal, Que.

SIGNED for and on behalf of the Shipper:

IMPERIAL OIL LIMITED

C. A. Eames, Vice-President, Toronto, Ont.

McCOLL - FRONTENAC OIL COMPANY, LIMITED

V. Smith, Traffic Manager, Montreal, Que.

Dated July 11th, 1939.

THE OHIO OIL COMPANY

Marketing Division

Robinson, Illinois,
July 18, 1939.

Mr. Geo. A. MacKenzie,
Great West Distributors, Ltd.,
Calgary, Alberta, Canada.

Dear Sir:

Replying to your wire of the 14th concerning investigation being conducted by the royal commission relative to necessity of jobbers and their advantage if any to the refinery in handling products.

We are unfamiliar with the exact nature of the investigation, also we are unacquainted with the procedure followed by this commission in making its investigation, however, we suggest the following pertinent points which we think are appropriate to urge upon the commission as to the necessity of the jobber and its advantages to the refiner.

The jobber is necessary because:

1. It makes the distribution of petroleum products possible in communities not otherwise accessible to the refiner.
2. The jobber can handle products, particularly lubricating oils and greases, of several refiners thus making available to consumers a wide variety of quality products.
3. He can operate more cheaply than the refiner can in marketing his own refined products which sav-

Mr. Dale Oil Company

Meeting Invitation

Robinson, Illinois,
July 15, 1959.

[illegible]

[illegible], Alberta, Canada.

Dear Sir:

[illegible] the 14th consulting [illegible] meeting being conducted by our local committee relative to [illegible] the refinery handling problems.

[illegible] with the exact nature of the investigation, also we are [illegible] [illegible] moved by this communication [illegible], however, request the following [illegible] [illegible] signature be [illegible] the recently [illegible] and the [illegible].

[illegible]

ings, by reason of competition, is passed on to the consumer.

Advantages of jobbers to the refiner:

1. Permits the refiner to sell his petroleum products over wider territories without requiring a large investment to provide distributing facilities.
2. Afford a cheap method of distribution of refined products accompanied by a high type of quality service.
3. The close contact that jobbers have with their customers keeps them informed as to their changing needs for quality petroleum products which information is passed on to the refiners who in turn revise the specifications of their products to meet the exacting demands of their jobbers customers.

The points given, although brief, are those from which brief would be formulated were similar investigation being conducted in our territory.

We sincerely hope that these suggestions will yield some helpful thoughts in preparing your reports.

Yours very truly,

THE OHIO OIL COMPANY

By: "W.T.Kirkbride"

Mr. "W.T.Kirkpatrick"

OHIO OIL COMPANY

Dear Sir:

The points given, although brief, are those from which
brief would be formulated were similar investigation being
conducted in our territory.

We sincerely hope that these suggestions will yield
some helpful thoughts in preparing your reports.

Yours very truly,

CHAMPLIN REFINING COMPANY

Enid, Oklahoma,
July 15, 1939.

Great West Distributors, Ltd.,
Calgary, Alberta, Canada.
Attention: Mr. Geo. S. MacKenzie, (Personal)

Dear Mr. MacKenzie:

Your telegram of the 14th with reference to the Royal Commission's investigation of the oil industry received.

Our Company has for many years operated a large number of bulk plants and service stations; however, from the standpoint of economy and welfare of the public, we have leased out over two hundred and fifty bulk plants and over three hundred service stations, which have been Company owned and Company operated for many years. We find that this lends employment to more people in the local communities in which the bulk plants and stations are located, and fewer people whose headquarters may be elsewhere. It also tends to create a condition whereby the profit from the operations locally will be spent locally in most cases.

It also maintains a competitive condition which is so necessary to the healthy condition of any business when viewed from the consumer's standpoint. Incidentally, it spurs the manufacturer to maintain a higher quality of merchandise and places the actual management of the station in the hands of a local man or a group of men who are more familiar with the needs of the community than a representative of an integrated company who may be imported for the purpose of operating that particular property.

Here in the States there has been considerable agitation to divorce the marketing end of the oil business from the pipe lines and from the manufacturing division, which, of course, would tend to increase the competitive condition in the marketing end; however, there is no provision for the disintegration of the large marketing divisions of the major companies; or those who own and control a large string of bulk plants and service stations. In other words, if there is to be a disintegration of the integrated companies, there would be little change in the method of doing business.

Many of the companies here in the United States are leasing out their bulk plants and service stations, just as we are, as it tends to decentralize management.

I have often made the statement that the major Company whose headquarters are in New York has little opportunity to know the requirements of the consumers in the many States that they serve, and, therefore, for better efficiency and for the general welfare of employees and the consuming public, there should be a decentralization of authority, which would effect many economies, which, in turn, undoubtedly would be passed on to the public in the form of lower prices.

On the other hand, if it is necessary for the small refiner to build up, at great expense, a string of bulk plants and service stations before he could market his products, all of the petroleum industry would be represented by a few very large wealthy corporations, resulting in monopoly, and undoubtedly materially higher prices to the consuming public.

In summing up I would say that the elimination of a jobber from the oil indsutry would, in a short time, place the petroleum business in the hands of a few of the mighty corporations

who could, at will, work a material hardship on those who have found petroleum products to be a necessity,

We trust that from the above you can prepare your brief for the hearing referred to in your wire.

With best regards,

Yours very truly,
CHAMPLIN REFINING COMPANY
By " L. A. SNYDER "

Re: GREAT WEST DISTRIBUTORS

I overlooked advising the Commission that at the time we purchased Northwest Stellarene the Great West Distributors had a binding contract with the Northwest Stellarene which we were obligated to take over at the time we purchased the assets of the Northwest.

Northwest Stellarene were refiners only, and, therefore, did not market their products through their own distributors anywhere in Western Canada.

Their policy was to sell their products to Jobbers and Distributors and consequently Great West Distributors were their main account for the distribution of their products in the Province of Alberta.

In view of Great West Distributors' being good marketers, and operating through considerable territory where we did not have representation, and being desirous of securing sufficient throughput at our refinery, we were pleased to renew the agreement after the expiry date for a further period.

Whilst the spread between the tank car and tank wagon prices on sales we have made to the Great West Distributors have varied from time to time, the actual spread they received is about equal or less than they secured under the original contract they had with Northwest Stellarene Company.

-:-:-:-:-:-:-:-:-

Exhibit 53-4

GREAT WEST DISTRIBUTORS LIMITED

BALANCE SHEET

AS AT FEBRUARY 28, 1939.

AND

PROFIT AND LOSS ACCOUNT

FOR THE PERIOD ENDED FEBRYARY 28, 1939.

AND REPORT

PRICE, WATERHOUSE & CO.
61 Canada Life Building
CALGARY

61 Canada Life Building

Calgary
May 31, 1939.

To the Shareholders,

Great West Distributors Limited,

Calgary, Alberta.

Dear Sirs:

In accordance with your instructions we have made an examination of the books and accounts of Great West Distributors Limited as at February 28, 1939 and attach hereto balance sheet as at that date, together with profit and loss account for the period of fourteen months ended February 28, 1939.

Scope of Examination:

We have not made a detailed examination of all the cash transactions for the period, our examination having been made primarily for the purpose of determining the financial position of the company as at February 28, 1939 and the results of the operations for the period ended that date. During the course of our examination, however, we performed comprehensive tests as to the correctness of the cash transactions and, so far as our examination extended, we found these to be in order. In this connection we have forwarded a letter to your President, Mr. George A, MacKenzie, giving information as to the scope of our examination and suggesting certain improvements in the accounting system.

Current Assets:

Cash at Bank:

We verified the bank balances by certificates received direct from the depositaries and traced the cash in transit to the cash receipts record during the month of March 1939.

EXHIBIT 534

Accounts Receivable:

e examined all accounts receivable in detail and discussed all overdue and doubtful accounts with your President. From the information and explanations we received during the course of this examination we are of the opinion that the reserve of $18,000.00 will be sufficient to provide for probable losses which will be sustained in the collection of these accounts.

Inventories:

Stocks of merchandise on hand have been included at the quantities shown in the stock records which have been adjusted to physical quantities at regular intervals during the period. We checked the listings to the stock records and satisfied ourselves that the values placed thereon were cost or market value whichever was lower.

Lien Notes and Mortgages Receivable:

Under this caption are included notes receivable secured by liens on equipment sold, and mortgages secured by customers' assets. In our opinion the reserve for bad debts and uncollected interest is sufficient to cover all probable losses on collection.

Capital Assets:

We verified all additions to capital assets by reference to the appropriate vouchers and satisfied ourselves that they were properly chargeable to capital account.

Depreciation has been provided at the following rates:

Buildings	5% per annum
Equipment	10% per annum
Drums	25% per annum
Automobiles and Trucks	25% and 20% per annum
Office Furniture and Fixtures	10% per annum

Contracts and agencies, $9,997.00, represents the consideration for the issue of 9,997 shares of capital stock at $1.00

Current Liabilities:

We examined statements wherever available in support of trade accounts payable and satisfied ourselves by inspection of payments made during the months of March and April, 1939 that all liabilities had been included in the books as at February 28, 1939.

Surplus Account:

During the period under review surplus account has been credited with $4,643.87, representing the depreciated value of small tools and equipment written off to expense during the year ended December 31, 1937 but disallowed as a charge against taxable income, by the income tax authorities. This equipment has, therefore, been reinstated in the accounts and is being depreciated annually at the rate of 10% per annum.

After providing for depreciation amounting to $28,051.01: for bad debts, less bad debts recovered, $14,263.15, and for Dominion and Provincial income taxes and interest thereon, $16,555.81, the operations for the period have resulted in a profit of $54,040.87 as shown on Exhibit A.

Our examination of the accounts disclosed numerous errors both in principle and detail in the books and it has been necessary for us to make a large number of adjusting entries which have been handed to your Accountant. These matters have been more fully dealt with in our letter to your President, dated May 30, 1939.

We have obtained all the information and explanations which we have required and we report that in our opinion, and subject to the above comments, the attached balance sheet is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs as at February 28, 1939, according to the best of our information and the explanations given to us, and as shown by the books of the company.

Yours very truly,

Signed: [illegible] Waterhouse & Co.

-1197d-

EXHIBIT 534

GREAT WEST DISTRIBUTORS LIMITED

BALANCE SHEET AS AT FEBRUARY 28, 1939

ASSETS

CURRENT ASSETS			
Cash at Bank and on Hand	$ 7,201.53		
Cash in Transit	2,906.84	$ 10,108.37	
Accounts Receivable			
Trade and Miscellaneous Accounts	$ 82,413.53		
Less			
Reserve for Bad Debts	18,000.00		
	$ 64,413.53		
Lougheed Supply Company			
(G.A. MacKenzie - a Shareholder)	2,396.20	66,809.73	
Inventories of Merchandise on Hand			
Miscellaneous Merchandise	$ 82,727.57		
Pump Tops and Equipment for Resale	495.05	83,222.62	$160,140.72
LIEN NOTES AND MORTGAGES RECEIVABLE:		$ 23,981.16	
Less			
Reserve for Bad Debts and Uncollected Interest		4,893.07	19,088.09
INVESTMENTS:			
Shares in Mutual Telephone Systems		$ 73.00	
Costs of maintaining Public Petroleums Company Limited Charter		187.95	260.95
DEFERRED CHARGES:			
Prepaid Insurance		$ 1,824.74	
Miscellaneous Prepaid Expenses		487.80	2,312.54

CAPITAL ASSETS:

	Cost	Reserve for Depreciation	Net	
Land	$ 6,641.97	-	$ 6,641.97	
Buildings	31,209.55	4,791.82	26,417.73	
Equipment	66,557.19	27,007.03	39,550.16	
Drums	65,650.77	52,756.09	12,894.68	
Automobiles and Trucks	39,510.28	13,702.62	25,807.66	
Office Furniture and Fixtures	4,450.25	2,160.86	2,289.39	
	$214,020.01	$100,418.42	$113,601.59	
Contracts and Agencies			9,997.00	123,598.59
				$305,400.89

LIABILITIES

CURRENT LIABILITIES:			
Accounts Payable			
Trade etc.	$ 50,875.55		
Taxes payable and accrued	10,441.28		
Farmers Oil and Supply Company Limited	5,587.02		
G. A. MacKenzie(a Shareholder)	495.74	$ 67,399.59	
Provision for Dominion and Provincial Income Taxes		16,398.64	
Patronage Dividends Payable		1,294.47	$ 85,092.70
CUSTOMERS' DEPOSITS ON DRUMS:			15,403.29
SHARE CAPITAL AND SURPLUS:			
Share Capital:			
Authorized and issued:			
10,000 Shares of $1.00 each		10,000.00	
Surplus:			
Balance as at December 31, 1937	$136,220.16		
Add			
Equipment written off in prior periods now reinstated	4,643.87		
Add			
Profit for the fourteen months ended February 28, 1939, as per Profit and Loss Account, Exhibit A.	54,040.87	194,904.90	204,904.90
			$305,400.89

APPROVED ON BEHALF OF THE BOARD:

_____ Director

_____ Director

Submitted with our report dated May 31, 1939

Price Waterhouse & Co.

Chargered Accountants.

Exhibit A - 534.

GREAT WEST DISTRIBUTORS LIMITED

PROFIT AND LOSS ACCOUNT

FOR THE FOURTEEN MONTHS ENDED FEBRUARY 28, 1939.

Sales		$1,367,168.93
Less - Cost of Sales:		
Inventory of Merchandise on Hand December 31, 1937.	$84,285.74	
Purchases including Freight and Hauling	1,013,438.54	
	1,097,724.28	
Less - Inventory of Merchandise on Hand February 28, 1939.	82,727.57	1,014,996.71
Gross Profit on Sales		352,172.22
Add		
Miscellaneous Income:		
Interest, Discounts and Commission Earned	12,402.60	
Rents received	5,723.41	
Truck Revenue - Less Expenses	4,061.39	
Gross Profit and Income		22,187.40
		374,359.62
Deduct		
Station, Selling and Administrative Expenses:		
Salaries - Administration 20,766.67		
Salaries - Salesmen and Auditors 22,170.07		
Salaries - Office 14,658.54	57,595.28	
Salesmen's and Auditors' Expenses	18,870.46	
Administrative Travelling Expenses	3,604.55	
Commissions Paid	98,515.62	
Station Wages	20,802.46	
Repairs and Maintenance of Stations and Equipment	6,087.85	
Rentals of Stations and Offices	21,812.89	
Power, Light and Water	1,875.68	
Taxes	7,193.22	
Insurance	3,064.04	
Stationery, Postage and Office Expenses	3,457.22	
Legal and Audit Fees	1,701.63	
Telephone and Telegraph	3,853.72	
Advertising	5,044.73	
Donations	199.00	
Entertainment Expenses	260.55	
Bank Exchange etc.	1,101.83	
Losses on Sales of Equipment	34.73	
Miscellaneous Expenses	6,373.32	261,448.78
Profit before providing for Depreciation, Bad Debts and Dominion and Provincial Income Taxes		112,910.84
Deduct		
Depreciation - Buildings, Equipment, drums, etc.	28,051.01	
Bad Debts	14,263.15	
Provision for Income Taxes	16,196.12	
Interest on Income Taxes	359.69	58,869.97
Profit for the period carried to Surplus Account (Balance Sheet)		$ 54,040.87

Exhibit No. 535. Page 1.

THIS AGREEMENT made this 12th day of January, A.D. 1938.

B E T W E E N :

THE BRITISH AMERICAN OIL COMPANY, LIMITED.
a body corporate, having its Head office in the City of Toronto, in the Province of Ontario,
(hereinafter called the "Vendor")

OF THE FIRST PART,

-and-

GREAT WEST DISTRIBUTORS , LIMITED,
a body corporate, having its head office In the City of Calgary, in the Province of Alberta, and
GEORGE A. MACKENZIE, of the City of Calgary, in the in the Province of Alberta, Oil Company Manager
(hereinafter called the "Purchasers")

OF THE SECOND PART.

WITNESSETH THAT IN CONSIDERATION OF THE SUM OF One Dollar ($1.00) now paid by the Vendor to the Purchasers (receipt whereof is Hereby acknowledged) and the mutual covenants and agreements herein after contained, the parties hereto mutually agree as follows:

1. The Vendor agrees to sell and deliver, subject to the conditions hereof, to the Purchasers, who hereby agree to buy, receive and pay for from the Vendor during the term of this agreement all the requirements of the Purchasers, when ordered, of petroleum products of the kind and specifications at the prices and otherwise as set forth in the memorandum attached hereto as Schedule "A" to this agreement; PROVIDED the Purchasers will pay in addi-

tion to the prices therein shown all increase after date hereof, in sales and excise taxes together with all taxes of a similar nature hereafter imposed by any and all the Governments of the Dominion of Canada and of the Provinces of Alberta, Saskatchewan and Manitoba or other authority; SUBJECT ALWAYS TO the proviso that the Purchasers shall not be required to pay a greater portion of such increased taxation than is not provided for by a proportionate increase in the tank wagon price of such products; and PROVIDED ALWAYS and in any event that the Vendor shall not be obliged to furnish such products to the Purchasers in the event of the Purchasers being in default in respect of any or all the agreements and / or covenants in this agreement contained.

2. And the Purchasers covenant and agree that for the period of this agreement they will continuously and exclusively deal in and distribute Petroleum products purchased from the Vendor and that they will not, during the said period, deal in or distribute petroleum products purchased from any other person, firm or corporation, except as may be permitted hereunder, whether for sale through their bulk or filling stations hereinafter referred to or any other stations owned, controlled or operated by them.

3. And the Purchasers covenant and agree that they will at all times during the term of the within agreement keep true and correct records by product and grade of all petroleum products brought by them onto the said bulk stations and sold by them through the said bulk stations, and that such records shall at all reasonable times be open to the inspection of the Vendor or its duly accredited representative, and that the Vendor or such

Exhibit 535 (continued)

representative may make extracts from or copies of same and that the Purchasers will, when called upon so to do, furnish to the Vendor a Sworn Statement of the amount of each kind and grade of petroleum products brought by them onto the said bulk stations and sold by them to their customers through the said bulk stations during any specified period.

4. The requirements of the Purchasers mean all the products consumed, used, distributed and sold and/or otherwise handled by the Purchasers in their business as distributors of petroleum products or other operations within the term of and subject to this agreement.

5. The Vendor shall have the right in its sole discretion to ship products covered by this agreement from any source of supply it may from time to time and at any time elect, and its responsibility for the delivery of such products shall cease upon delivery of such products in tank cars to the railroad serving the Vendor's refinery or point of supply at place of shipment or into tank trucks at such supply point. The Purchasers agree to pay all freight charges on such tank car shipments upon arrival at destination which said fr ight charges when so paid shall be credited to the Purchasers by the Vendor on the tank car price herein stated, to be payable by the Purchasers to the Vendor for such products.

6. Shipments are to be made in accordance with instructions from the Purchasers and orders from the Purchasers are to receive equal consideration with other orders from other Purchasers and subject to prior commitments made by the Vendor. The Vendor

will exercise all possible effort and care in avoiding any delay of shipment, and in case of anticipated delay the Vendor will immediately notify the Purchasers of arrangements being made to take care of shipment. PROVIDED and in the event the Vendor from any cause is unable temporarily to furnish the Purchasers with their requirements or any portion thereof, the Vendor shall give the Purchasers as much notice as possible thereof, whereupon the Purchasers shall be at liberty to purchase elsewhere their requirements or such portion thereof as the Vendor is unable to furnish, and should the Vendor be in a position to resume furnishing said requirements or any portion thereof, the Purchasers shall be obliged to take the same after having received five (5) days' notice of the Vendor's ability to so resume.

7. Deliveries under this contract are to be made at the option of the Purchasers either in tank cars in quantities not less than the minimum capacity of the car as required by the Purchasers, said tank cars to be furnished by the Vendor and invoices to be rendered on the basis of 60° Fahrenheit at the time of loading or in tank trucks furnished and by the property of the Purchasers in quantities not less than the maximum capacity of such tank trucks, each of such tank trucks having a minimum capacity of One Thousand (1,000) gallons, and invoices to be rendered on the basis of 60° Fahrenheit at the time of loading; PROVIDED that the Vendor shall designate the time and place for such tank truck delivery.

8. The Purchasers agree to promptly unload and rebill to the Vendor all tank cars and to be responsible for demurrage thereon after forty-eight (48) hours and if the Purchasers delay the unloading of tank cars beyond forty-eight (48) hours, the

Vendor may at its option assess a rental charge for such tank cars of $5.00 per car per day or fraction thereof for the time cars are held beyond forty-eight (48) hours.

9. Terms-Shipments made under this contract are to be invoiced by the Vendor and paid for by the Purchasers on a basis of forty-five (45) days net from date of shipment; PROVIDED the maximum amount outstanding at any on time shall not be greater than One Hundred Thousand Dollars, ($100,00.00); PROVIDED FURTHER the terms of credit are subject always to mutual arrangement of the parties from time to time.

10. The Purchasers covenant and agree that they will at all times within their power throughout the territory in which they do business maintain market prices including wholesale and retail similar to the prices maintained by the Vendor covering similar kinds and grades of products.

11. The within agreement shall, subject to the Provisions hereof, remain in force and full effect for a period of five (5) years from the 5th day of January, A.D. 1938.

12. Time shall be in every respect of the essence of this agreement.

13. The Vendor shall not be liable in damages or otherwise when deliveries are delayed or prevented by fire, flood, storm, hurricane, tempest, war, rebellion, insurrection, invasions, riot, strike, differences with workmen or other labour disturbances, failure of carriers to transport or furnish facilities for transportation or for delay or failure in delivery when the supplies of the Vendor or the facilities of production, manufacture, transportation or distribution which otherwise would be

available to the Vendor are impaired by the order, requisition or necessity of any government of acting authority or when such delay or failure is due to any cause whatsoever beyond the control of the Vendor whether similar to or dissimilar from the causes here enumerated.

14. No prior stipulation, agreement or understanding of the parties or from agents in respect to the subject matter of this agreement, shall be valid or enforceable unless imbodied in this contract or covered by these provisions.

15. This contract supersedes, cancels and discharges all agreements, contracts and other arrangements heretofore made between the parties in respect of the purchase by the Purchasers and sale by the Vendor of petroleum products and all rights, claims and demands, if any, accruing thereunder or arising therfrom, excepting claims of the Vendor for the value of goods sold and delivered to the Purchasers thereunder.

16. The Vendor's right to require strict performance by the Purchasers of any and/ or all obligations made upon the Purchasers by this contract, shall not in any way be affected by any previous waiver, forbearance, or course of dealing.

17. Any claims for defect or variance in quality or shortage in quantity, shall be made and the Vendor shall be notified and given an opportunity to inspect within two (2) days after the products or goods are delivered, except that if delivery is made in equipment furnished by the Vendor, such notice and opportun-

ity shall be given before the products or goods are unloaded. If equipment furnished by the Vendor is in bad order or leaking, the Purchasers shall notify the Carrier and secure examination by the authorized agent of the Carrier as to the condition of the shipment before same is unloaded. Failure of the Purchasers to comply with these requirements shall operate as a waiver of any and all claims by the Purchaser.

18. Notwithstanding anything hereinbefore contained to the contrary, IT IT AGREED AND UNDERSTOOD that this agreement shall not be applicable to any stations owned, controlled and /or operated by the Purchasers outside of the Provinces of Alberta, Saskatchewan and Manitoba.

19. Notwithstanding anything hereinbefore contained to the contrary, IT IT AGREED AND UNDERSTOOD that the Purchasers shall not be entitled to purchase or resell any of Vendor's Branded products in any city, town or district in the Provinces of Alberta, Saskatchewan and Manitoba, wherein such a sale or purchase shall conflict with any of Vendor's established trade.

20. Notwithstanding anything hereinbefore contained and for greater certainty IT IT AGREED AND UNDERSTOOD THAT the Purchasers may not under this agreement require the Vendor to furnish its said petroleum products to the Purchasers for any purpose other than for sale by the Purchasers through said bulk stations or any other stations owned, controlled and/or operated by them; PROVIDED this contract shall extend to and cover all businesses owned, controlled and/or carried on by the Purchasers or either of them or in which they may be interested, either in conjunction with Great West Distributors, Limited, or separate therefrom.

21. Notwithstanding anything hereinbefore contained and for greater certainty IT IS AGREED AND UNDERSTOOD that the Purchasers will market and sell throughout the territory hereinbefore designated or any part thereof only petroleum products, other than lubricating oils and greases, as are similar in kind and grade to those marketed by the Vendor in such territory or part thereof.

22. All petroleum products supplied, other than lubricating oils, to be of a quality similar in all respects to those sold by the Vendor.

23. The Purchasers shall be required to take out a license or licenses under the Gasolene Tax Act of the respective Provinces wherein the Purchasers carry on business and to be directly responsible to the respective Governments of the said Provinces wherein the Purchasers may be operating, for all gasolene tax on products handled pursuant to this agreement and to indemnify the Vendor against having to pay any such tax.

24. In the event the Purchasers desire to sell the business of Great West Distributors, Limited, or any company or companies owned and/or controlled by the Purchasers or either of them, the Vendor shall have a first option to purchase and the first refusal at the price and on the same terms of any bona fide offer to purchase made to the Purchasers, and a period of fifteen (15) days from date of notification of the said offer in writing to the Vendor in which to exercise this right.

25. The Purchasers agree that inasmuch as this contract is most favourable to them in the operation of their business, it would be

to the mutual benefit of the parties hereto for the Purchasers to purchase all their requirements of petroleum products excepting lubricating oils and greases through the Vendor, and hereby declare their intention of purchasing hereunder from and through the Vendor, their entire requirements of petroleum products excepting lubricating oils and greases, used in their business or businesses, regardless of what product or kind of product it may be or might be termed or named; and the parties hereto agree that in the event of a breach of any covenant or agreement herein contained, the injured party shall, in addition to all other remedies be entitled to an injunction restraining such breach and the continuance thereof, and if desired, a decree for the specific performance of such covenant or agreement.

26. IT IS AGREED THAT ALL COVENANTS, PROVISOES and agreements herein contained shall be binding upon and enforceable by and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns, and that all such covenants shall be deemed to be several as well as joint, and wherever the singular and the masculine are used throughout this agreement the same shall be construed as meaning the plural, the feminine or neuter where the context and the parties so require; PROVIDED no assignment of this contract by the Purchasers shall be binding upon the Vendor until it has been approved by the Vendor.

27. This agreement or any modification thereof shall not be binding upon the Vendor until approved and executed on its behalf by its proper officers, and nothing done or undertaken by the Vendor, or any of its employees, prior to such approval and execution as

herein stipulated, shall in any way constitute or be construed as a waiver by the Vendor of this provision.

28. IN WITNESS WHEREOF the corporate parties hereto have hereunto respectively affixed their corporate seals, attested by the hands of their proper officers in that behalf and GEORGE A. MACKENZIE has hereunto set his hand and seal the day aboe first written.

SIGNED SEALED and DELIVERED
In the presence of

THE BRITISH AMERICAN OIL COMPANY LIMITED

Per SGD. T. ELSWORTH

Per SGD. H.H. BRONSDON

GREAT WEST DISTRIBUTORS, LIMITED

Per SGD. GEO. A. MACKENZIE

Per SGD. GEO. A. MACKENZIE

WITNESS:

SGD. GEO. A. MACKENZIE

SCHEDULE "A"

1. ETHYL GASOLENE: - The Vendor's regular jobber brand of "STELLARENE ETHYL" Gasolene to be sold under the brand name of "STELLARENE ETHYL", and/or "RED HEAD ETHYL" at a price exclusive of gasolene tax of 13.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 16.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

2. "Q" GASOLENE: - The Vendor's regular jobber brand of Ethylized "Q" Gasolene to be sold under the brand name of "STELLARENE" and/or "RED HEAD" Gasolene at a price exclusive of gasolene tax of 11.25¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 14.00¢ per imperial gallon f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

3. The Vendor agrees to ship "STELLARENE ETHYL" and/or "RED HEAD ETHYL" Gasolene when ordered by the Purchasers in compartment cars.

4. It is agreed between the Vendor and Purchasers that "STELLARENE ETHYL" and/or "RED HEAD ETHYL" and "STELLARENE" and/or "RED HEAD" Ethylized "Q" Gasolenes will be in accordance with the minimum specifications as required by the Ethyl

EXHIBIT 535

Gasolene Corporation for each of such grades respectively.

5. The maximum quantity of "STELLARENE ETHYL" and/or "RED HEAD ETHYL" and "STELLARENE" and/or "RED HEAD" Ethylized "Q" Gasolenes that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be Two and One-half Million (2,500,000) gallons.

6. KEROSENE to be 42/44 Gravity, Water White, Doctor Sweet, Flash 150 maximum, suitable for illuminating purposes at a price of 12.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 15.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

7. The Vendor agrees to ship "KEROSENE" when ordered by the Purchasers in compartment cars.

8. The maximum quantity of "KEROSENE" the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be One Hundred and Fity Thousand (150,000) gallons.

9. TRACTOR GASOLENE to be vendor's regular brand of "TRACTOR GASOLENE" at a price exclusive of gasolene tax of 9.50¢ per imperial gallon, fob Vendor's refinery or supply point at Calgary, Alberta, or 12.50¢ per imperial gallon, f.o.b. Vendor's

refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

10. The maximum quantity of "TRACTOR GASOLENE" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be One and One-half Million (1,500,000) gallons.

11. TURNER VALLEY (WHITE) GASOLENE to be Vendor's regular brand of "TURNER VALLEY GASOLENE" at a price exclusive of gasolene tax of 9.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 12.50¢ per imperial gallon f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

12. The maximum quantity of "TURNER VALLEY GASOLENE" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be One and One-half Million (1,500,000) gallons.

13. HEAVY DISTILLATE to be Vendor's regular brand of "HEAVY DISTILLATE" at a price of 9.00¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 12.00¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price

hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

14. The maximum quantity of "Heavy Distillate" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be one-half million (500,000) gallons.

15. TURNER VALLEY NAPHTHA at a price exclusive of gasolene tax of 1.00¢ per imperial gallon over the posted pipe-line field price plus sales tax, f.o.b. storage at Turner Valley, or at said price plus transportation cost to Calgary, which shall constitute the f.o.b. price at Vendor's refinery or supply point at Calgary, Alberta, the Vendor to have the option to sell and make delivery at either Turner Valley or Calgary.

16. The maximum quantity of "TURNER VALLEY NAPHTHA" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be Five Hundred and Fifty Thousand (550,000) gallons.

17. ABSORPTION GASOLENE at a price exclusive of gasolene tax of 8.00¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta; PROVIDED this price is subject to change at any time without notice to the Purchasers.

18. The maximum quantity of "ABSORPTION GASOLENE" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be One Hundred Thousand (100,000) gallons.

19. GAS OIL)
DOMESTIC FUEL OIL) - Vendor to deliver it regular grade of
B.A. STAR FUEL OIL) "DOMESTIC FUEL OIL" as supplied to its own accounts, at a price exclusive of gasolene tax of 7.00¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 8.50¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

20. The maximum quantity of "DOMESTIC FUEL OIL" that the Vendor shall be obligated to sell hereunder to the Purchasers in any one year during the life of this contract will be Two Hundred Thousand (200,000) gallons.

21. LIGHTING NAPHTHA at a price exclusive of gasolene tax of 14.25¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Calgary, Alberta, or 17.00¢ per imperial gallon, f.o.b. Vendor's refinery or supply point at Moose Jaw, Saskatchewan, whichever point is Vendor's point of supply for each of such shipments; PROVIDED each f.o.b. price hereinbefore mentioned shall be subject to advance or decline as provided in Paragraph No. 25 re Prices, hereinafter set out.

22. The maximum quantity of "LIGHTING NAPHTHA" that the Vendor shall be obligated to sell to the Purchasers in any one year during the life of this contract will be Twenty-Five Thousand (25,000) gallons.

23. In respect to "STELLARENE ETHYL" and/or "RED HEAD ETHYL" and "STELLARENE" and/or "RED HEAD" Ethylized "A" Gasolene and any motor fuel which may contain either "ETHYL" fluid or any

other anti-knock compounts, this agreement is subject to (a) all the provisions contained in the agreement under which the Vendor is licensed to manufacture and sell motor fuel containing such compounds and (b) when required and requested by the Vendor the Purchasers obtaining a license from the Ethyl Gasolene Corporation (herein referred to as the Licensor) to market and distribute such gasolene and motor fuel and (c) compliance by the Purchasers with all such provisions, rules, regulations and orders now in existence or which may hereafter be issued by the Licensor and/or any governmental authority having jurisdiction insofar as the same apply to gasolenes and motor fuels purchased by the Purchasers from the Vendor. If the Purchasers shall fail or refuse to obtain said license when requested or comply therewith and the terms and conditions of this section , the Vendor may refuse to sell such products to the Purchasers or either suspend deliveries of such gasolenes or motor fuels or terminate this agreement in respect to such gasolenes or motor fuels. The Purchasers shall sell and distribute "STELLARENE ETHYL" and/or "RED HEAD ETHYL" and "STELLARENE" and/or "RED HEAD" Ethylized "Q" Gasolenes respectively under the trademarks and/or trade-names of the Vendor and such use of such trade-marks and/or trade-names shall be strictly in accordance with conditions imposed and directions given as to the manner of such use to the Purchasers by the Vendor from time to time and the Purchasers shall not sell products purchased from others under the trademarks and/or trade-names of the Vendor; PROVIDED the Purchasers will purchase from the Vendor at prices to be agreed between the parties such advertising globes and "Warning plates" as may be required to effectuate the terms and conditions of this agreement.

24. The Vendor in its uncontrolled discretion may at any time change the brand name or brand names and/or any distinctive designation of its products and should it do so, this contract shall be deemed to cover products of the new names and/or designations to the same extent as if said names and/or designations were specifically set forth herein.

25. PRICES - The prices hereinbefore set forth for each kind and grade of product, f.o.b. Calgary, Alberta, and f.o.b. Moose Jaw, Saskatchewan, respectively, are based on Imperial Oil Limited or its successors' present posted field price of $1.26 per barrel for 46.9 Baume Gravity Turner Valley Crude Oil at the wells , and such prices for each kind and grade of product, fob Calgary, Alberta, and fob Moose Jaw, Saskatchewan, respectively, shall in the case of Ethyl Gasolene and "O" Gasolene take 3/4¢ per gallon advance or decline as the case may be, and in the case of all other products hereinbefore mentioned take ½¢ per gallon advance or decline as the case may be, for each and every 15.00¢ per barrel advance or decline as the case may be, on and after the date of this agreement, in the Imperial Oil Limited or its successors' posted field price for 46.9 Baume Gravity Turner Valley Crude Oil at the wells; PROVIDED and in the event any increase or decrease, as the case may be, in the posted field price of 46.9 Baume Gravity Turner Valley Crude Oil at the wells is less than 15.00¢ per barrel then and in every such event the price to the Purchasers shall increase or decrease, as the case may be, by an amount bearing the same ratio to 3/4¢ per imperial gallon and ½¢ per imperial gallon, respectively, as such increase or decrease, as the case may be, bears to the said sum of 15.00¢ per barrel herein-

before mentioned. PROVIDED ALWAYS and in the further event of a general increase or decrease as the case may be in the tank wagon price of any product covered by this contract in either of the Provinces of Saskatchewan or Alberta without any corresponding increase or decrease, as the case may be, in the Imperial Oil Limited or its successors' posted field price for 46.9 Baume Gravity Turner Valley Crude Oil at the wells, then on each and every such general increase or decrease as the case may be the price to the purchasers for such product, f.o.b. Moose Jaw, Saskatchewan, in the case of a general increase or decrease in the tank wagon price for such product in the Province of Saskatchewan and the price to the Purchasers, f.o.b. Calgary, Alberta, in the case of a general increase or decrease in the tank wagon price of such product in the Province of Alberta, shall be increased or decreased, as the case may be, one-half such general increase or decrease, as the case may be, in the tank wagon price of any such product; PROVIDED FURTHER and in the event the price of "ETHYL" GASOLENE and/or "Q" ETHYLIZED GASOLENE decline Three (3) cents per gallon below the prices set out in Clauses Nos. 1 and 2 respectively of this Schedule "A" and the price of Tractor Gasolene, Turner Valley Gasolene, and Distillates decline Two (2) Cents per gallon below the prices set out in Clauses Nos. 9, 11, and 13 the Vendor shall have the right should it so desire to negotiate with the Purchasers for a new agreement on a new price basis for all products and in the event the Parties hereto do not agree on such an agreement then the Vendor shall have the option of either continuing under the present agreement or terminating same forthwith.

26. All prices quoted herein are exclusive of Provincial Government Gasolene or Fuel Oil Tax.

27. PETROLEUM PRODUCTS OTHER THAN LUBRICATING OILS AND GREASES when marketed by major oil companies, such as Imperial Oil Limited, McColl-Frontenac Oil Company Limited, and the British American Oil Company, Limited, in the territory designated in this contract, shall be deemed to be covered by this agreement and in the event the Purchasers desire to market similar products in the said territory, the Vendor shall have the first right to supply such petroleum products at a price and on terms mutually agreeable to the parties hereto, and at most at the same price and on the same terms quoted by any bona fide Vendor.

Exhibit 536

GREAT WEST DISTRIBUTORS LIMITED

Date 1939	Inv. No.	Agency Sold at	Sold to	Product	Tank Wagon Price at Agency and Selling Price	Imperial & B.Z. Tank Wagon Price, town sold to.
June 7	12961	Alix	Mirror	Trac. Gas.	15.6	16.6
12	12976	Alix	Bashaw	Trac. Kero.	14.6	15.8
12	12977	Alix	Bashaw	Trac. Gaso.	15.6	16.8
3	12959	Alix	Bashaw	Trac. Gaso.	15.6	16.8
2	29119	Bow Island	Winnifred	Trac . Gaso.	14.1	14.3
8	29117	"	"	Trac. Kero.	13.1	13.3
"	"	"	"	Trac. Gaso.	14.1	14.3
"	"	"	"	R. H. Gaso.	18.6	18.8
May 29	36687	Camrose	Bawlf	Trac. Gaso.	17.1	17.3
June 19	30439	Red Deer	Benalta	Trac. Gaso.	14.7	15.6
20	30442	" "	Bentley	R. H. Gaso.	18.7	19.1
20	30448	" "	Eckville	R. H. Gaso.	18.7	19.1
	30443	" "	"	Trac. Gaso.	14.7	15.6
8	30416	" "	Sylvan Lake	Trac. Gaso.	14.7	15.4
3	30520	" "	Forest-burg	Trac. Gaso.	15.8	17.4
9	22593	Taber	Retlaw	Trac. Gaso.	13.8	15.0
"	"	"	"	R. H. Gaso.	18.3	19.1
8	50570	Vulcan	Champion	Trac . Gaso.	14.2	14.4
May 27	15257	Barnwell				
25	15255	North "	Retlaw "	R. H. Gaso. Purple Gaso.	18.3 13.8	19.1 15.0

Exhibit 536(a) - 16 invoices filed by the witness MacKenzie in support of statement, Exhibit 536

GAS & OIL PRODUCTS LIMITED

Analysis of Revenue Account

Gasolines, Distillates & Naphtha

	Total	White Gasoline	Miracle & Ethyl	Casinghead	Distillates	Naphtha
Inventory Jan. 1/38, Schedule A	$67,620.62	$19,189.58	$2,383.29	$44,029.73	$2,018.02	
Manufactured " B	503,165.21	352,056.63	2,775.48	62,795.02	52,429.81	33,108.27
Purchased	53,846.53	1,878.55	50,863.17		1.104.81	
Total	624,632.36	373,124.76	56,021.94	106,824.75	55,552.64	33,108.27
Less Inventory Dec. 31/39, Sched. A.	97,611.61	41,197.26	1,407.20	38,081.16	16,633.99	292.00
Cost of goods sold	527,020.75	331,927.50	54,614.74	68,743.59	38,918.65	32,816.27
Sales, Schedule C	724,379.12	445,145.88	69,173.71	83,714.77	79,233.95	47,110.81
Gross Profit on Trading	197,358.37	113,218.38	14,558.97	14,971.18	40,315.30	14,294.54
Commissions, Schedule D.	12,098.92	7,696.12	1,935.83		756.18	1,710.79
Trucking " E	24,337.53	16,568.09	1,703.96	995.62	3,048.45	2,021.41
Sales Tax	41,493.46	28,687.69		4,144.67	5,554.38	3,106.72
Calgary Warehouse " F	3,885.06	1,658.92	1,345.78	333.73	437.85	108.78
Bulk Stations " G	4,735.65	3,012.35	757.70		295.98	669.62
Selling Expense " H	12,853.36	7,803.27	802.05	1,859.88	1,437.00	951.16
Administration Expense, Schedule I	36,401.49	22,099.34	2,271.45	5,267.29	4,069.69	2,693.72
Bad Debts Schedule J	14,883.00	9,035.47	928.70	2,153.57	1,663.92	1,101.34
Depreciation " K	5,549.03	3,529.74	887.84		346.81	784.64
Total Expenses	156,237.50	100,090.99	10,633.31	14,754.76	17,610.26	13,148.18
Net Profit	41,120.87	13,127.39	3,925.66	216.42	22,705.04	1,146.36
	197,358.37	113,218.38	14,558.97	14,971.18	40,315.30	14,294.54
Total Sales in Gallons	7,149,477	4,340,389	446,127	1,034,397	799,238	529,326
Profit per gallon	.5751¢	.3024¢	.8799¢	.0209¢	2.8408¢	.2165¢
Percentage of Sales	5.67¢	2.95%	5.67%	2.8408¢	28.65%	2.43%

Exhibit 537

GAS & OIL PRODUCTS LIMITED

Reconciliation of Inventories 1938

	Total	White Gasoline	Miracle & Ethyl	Casing head	Distill ates	Naphtha
On Hand Jan. 1/38	817,907	192,919	12,230	580,867	21,302	10,589
Purchases	440,666	17,176	410,009		12,276	1,205
Manufactured	7,483,813	4,815,033	37,960	1088,216	1020,440	522,164
Total	8,742,386	5,025,128	460,199	1669,083	1054,018	533,958
Sales	7,149,477	4,340,389	446,127	1034,397	799,238	529,326
Losses	28,957	24,838			2,407	1,712
On hand, Dec. 31 1938	1,563,952	659,901	14,072	634,686	252,373	2,920
Total	8,742,386	5,025,128	460,199	1669,083	1054,018	533.958

GAS & OIL PRODUCTS LIMITED

Schedule "A"

Inventories

January 1, 1938.

White Gasoline	192.919	9.94	$19,189.58
Miracle & Ethyl	12.230	19.48	2,383.29
Casinghead	580.867	7.58	44,029.73
Distillates	21.302	9.47	2,018.02
Naphtha	10.589		
	817.907		67.620.62

December 31, 1938

White Gasoline	659.901	6.24	41,197.26
Miracle & Ethyl	14.072	10.00	1,407.20
Casinghead	634.686	6.00	38.081.16
Distillates	252.373	6.59	16,633.99
Naphtha	2.920	10.00	292.00
	1,563.952		$97,611.61

Gas & Oil Products Limited

Manufacturing Costs 1938

Schedule "B"

Apportionment of Costs

Sales Realization Method.

Products Manufactured.

	Gals.	%
White Gasoline	4,852,993	64.85
Casinghead	1,088,216	14.54
Distillates	1,020,440	13.64
Naphtha	522,164	6.97
	7,483,813	100.00%

	Selling Price	Recovery	Selling Price X Recovery	%	Costs	Per. Gal.
White	10.25	64.85	6,647,125	70.52	354,832.11	7.3116¢
Casinghead	8.09	14.54	1,176,286	12.48	62,795.02	5.7704¢
Distillate	9.91	13.64	982,081	10.42	52,429.81	5.1379¢
Naphtha	8.90	6.97	620,330	6.58	33,108.27	6.3405¢
		100.00%	9,425,822	100.00%	503,165.21	

GAS AND OIL PRODUCTS LIMITED

Schedule "C"

Sales for 1938.

	Gals.	Amount	Average
White Gasoline	4,340,389	$445,145.88	10.25¢
Miracle & Ethyl	446,127	69,173.71	15.50¢
Casinghead	1,034,397	83,714.77	8.09¢
Distillates	799,238	79,233.95	9.91¢
Naphtha	529,326	47,110.81	8.90¢
	7,149,477	$724,379.12	

Schedule "D"

Commissions

Amount Paid $12,098,92

Divided as follows:

White Gasoline	398.763	63.61%	7,696.12
Miracle & Ethyl	100.284	16.00%	1,935.83
Distillates	39.192	6.25%	756.18
Naphtha	88.654	14.14%	1,710.79
	626.893		$12,098.92

GAS AND OIL PRODUCTS LIMITED

Schedule "E"

Trucking

Amount Paid			$24,337 53
Deduct Trucking on Casinghead Loaded at Warehouse 110.625 9/10			995.62
			$23,341.91

Divided as follows:

White Gasoline	4,340,389	70.[illegible]%	16,568.09
Miracle & Ethyl	446,127	7.30%	1,703.96
Distillates	799,238	13.06%	3,048.45
Naphtha	529,326	8.66%	2,021.41
	6,115,080	100.00%	$23,341.91

Schedule "F"

Calgary Warehouse Expense

Amount Paid			$3,885.06

Divided as follows:

White Gasoline	550,022	42.70%	1,658.92
Miracle & Ethyl	446,127	34.64%	1,345.78
Casinghead	110,625	8.59%	333.73
Distillates	145,205	11.27%	437.85
Naphtha	36,077	2.80%	108.78
	1,288,056	100.00%	
			$ 3,885.06

GAS AND OIL PRODUCTS LIMITED

Schedule "G"

Bulk Station Expense

Amount Paid			$4,735.65
Divided as follows:			
White Gasoline	398,763	63.61%	3,012.35
Miracle & Ethyl	100,284	16.00%	757.70
Distillates	39,192	6.25%	295.98
Naphtha	88,654	14.14%	669.62
	626,893	100.00%	4,735.65

Schedule "H"

Selling Expense

Amount Paid			$12,853.36
Divided as follows:			
White Gasoline	4,340,389	60.71%	7,803.27
Miracle & Ethyl	446,127	6.24%	802.05
Casinghead	1,034,397	14.47%	1,859.88
Distillates	799,238	11.18%	1,437.00
Naphtha	529,326	7.40%	951.16
	7,149,477	100.00%	12,853.36

Exhibit 537

GAS & OIL PRODUCTS LIMITED

Schedule "I"

Administration Expense

Amount Paid $36,401.49

Divided as follows:

White Gasoline	4,340,389	60.71%	22,099.34
Miracle & Ethyl	446,127	6.24%	2,271.45
Casinghead	1,034,397	14.47%	5,267.29
Distillates	799,238	11.18%	4,069.69
Naphtha	529,326	7.40%	2,693.72
	7,149,477	100.00%	$ 36,401.49

Schedule "J"

Bad Debts

Amount Paid $14,883.00

Divided as follows:

White Gasoline	4,340,389	60.71%	9,035.47
Miracle & Ethyl	446,127	6.24%	928.70
Casinghead	1,034,397	14.47%	2,153.57
Distillates	799,238	11.18%	1,663.92
Naphtha	529,326	7.40%	1,101.34
	7,149,477	100.00%	$14,883.00

GAS AND OIL PRODUCTS LIMITED

SCHEDULE"K"

Depreciation Bulk Stations

Amount Paid $5549.03

Divided as follows:

White Gasoline	398,763	63.61%	3529.74
Miracle & Ethyl	100,284	16.00%	887.84
Distillates	39,192	6.25%	346.81
Naphtha	88,654	14.14%	784.64
	626,893	100.00%	$ 5549.03

Exhibit 538

GAS & OIL PRODUCTS LIMITED

Price Structure 1938

	White Gasoline By-Product Method	White Gasoline Sales Realization Method	Miracle & Ethyl	Casing-head	Distil-lates	Naphtha
Cost of goods sold	$247,787.51	$331,927.50	$54,614.74	$68,743.59	$38,918.65	$32,816.27
Expenses	156,237.50	100,090.99	10,633.31	14,754.76	17,610.26	13,148.18
Net Profit	41,120.87	13,127.39	3,925.66	216.42	22,705.04	1,146.36
Sales	$445,145.88	$445,145.88	$69,173.71	$83,714.77	$79,233.95	$47,110.81

Per Gallon

Cost of goods sold	5.7089¢	6.6475¢	12.2420¢	6.6457¢	4.8695¢	6.1997¢
Expenses	3.5996	2.3060	2.3835	1.4264	2.2033	2.4839
Net Profit	.9474	.3024	.8799	.0209	2.8408	.2165
Sales	10.2559	10.2559	15.5054	8.0930	9.9136	8.9001
Sales in gallons	4,340,389	4,340,389	446,127	1,034,397	799,238	529,326

Exhibit 538

GAS & OIL PRODUCTS LIMITED

Manufacturing Account

COST OF WHITE GASOLINE -- By-product method

Inventory Jan. 1/38	817,907	$67,620.62	
Manufactured	7,483,813	503,165.21	
Purchased	440,666	53,846.53	
Total	8,742,386	$624,632.36	
Less Inventory Dec. 31/38	1,592,909	97,611.61	
Cost of goods sold	7,149,477	$527,020.75	
Deduct by-products sold as follows:	2,809,088	279,233.24	
Cost of White Gasoline	4,340,389	$247,787.51	5.7088¢

By-products sold

Miracle & Ethyl	446,127	$69,173.71
Casinghead	1,034,397	83,714.77
Distillates	799,238	79,233.95
Naphtha	529,326	47,110.81
	2,809,088	$279,233.24

WHITE GASOLINE

Cost of Goods Sold	$247,787.51
Sales	445,145.88
Gross Profit On Trading	$197,358.37
Expenses as per statement	$156,237.50
Net Profit	41,120.87
	$197,358.37

Exhibit 539 - Copy letter dated March 22, 1938, Gas & Oil Products & Imperial Oil, re Sale of leaded gasolines. Extended in full in Report.

See page 12297

Exhibit 540 - Letter dated April 22rd., 1938, from The Imperial Oil to the Gas & Oil Products re sale of Leaded gasolines, extended in full in the Reports. See Page 12, 297

Exhibit 541 - Maple Leaf - Bd. Agreement.

Exhibit 541. - 1 -

THIS AGREEMENT made in duplicate this 3rd day of September, A.D. 1938.

BETWEEN:

MAPLE LEAF PETROLEUM LIMITED,

a body corporate having its Head Office at the City of Calgary, in the Province of Alberta,

hereinafter called the "MAPLE LEAF COMPANY" OF THE FIRST PART

-and-

GAS AND OIL PRODUCTS LIMITED,

a body corporate having its Head Office at the City of Calgary, in the Province of Alberta,

hereinafter called the "GAS AND OIL COMPANY" OF THE SECOND PART

WHEREAS the Maple Leaf Company represents that it is possessed of a supply of those particular petroleum products known as ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE, and is in a position to make deliveries thereof from time to time as required;

Exhibit 541. - 2 -

AND WHEREAS the Gas and Oil Company, being engaged in the sale and distribution of such products, is desirous of purchasing its requirements of said products from the Maple Leaf Company;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the mutual covenants herein contained the parties hereto agree as follows:-

1. The Gas and Oil Company COVENANTS AND AGREES that for a period of eighteen months from the date of this agreement it will deal exclusively in the ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE purchased from the Maple Leaf Company, and that it will not during said period deal in such products purchased from any other person, firm or corporation, PROVIDED however that nothing herein contained shall prevent The Gas and Oil Company from manufacturing the said or similar products and selling or dealing with the same in the usual course of its business.

2. The Maple Leaf Company AGREES TO furnish to the Gas and Oil Company for said period of eighteen months the requirements of the Gas and Oil Company of ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE at the following prices, namely,

(a) ETHYL GASOLINE six and one-half cents (,06½¢) per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding brand.

(b) "Q" GASOLINE five and one-half cents (.05½¢) per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding brand.

(c) ILLUMINATING KEROSENE five cents (.05¢) per gallon under the tank wagon price as posted by Imperial Oil Limited at Calgary, Alberta, for its corresponding brand.

All prices are F.O.B. refinery and based on the present tank wagon prices as posted by the Imperial Oil Limited; PROVIDED that the Maple Leaf Company will protect the Gas and Oil Company up to .01¢ per gallon on any decrease in the present tank wagon prices, but should the tank wagon price decrease more than .01¢ a gallon below the present tank wagon price, then in that event the spread between the tank wagon price and the price to the Gas and Oil Company shall be decreased accordingly, PROVIDED however that in the event of the spread between the aforesaid tank wagon price and the price to the Gas and Oil Company becoming less than 4½¢ per gallon in the case of ETHYL GASOLINE or 3½¢ per gallon in the case of "Q" GASOLINE or 3¢ per gallon in the case of ILLUMINATING KEROSENE, then, and in such event, the Gas and Oil Company may at its option cancel and terminate this Agreement. A discount or discounts whether special or otherwise from tank wagon prices shall for the purposes of this Agreement be deemed to be a reduction in tank wagon prices.

3. The Maple Leaf Company shall render to the Gas and Oil Company monthly statements at the end of each calendar month and the terms of payment shall be thirty days net after date

of such statement, provided that should there be any default in payment of the foregoing terms the Maple Leaf Company shall not be obliged to sell except for cash on delivery.

4. IT IS AGREED that the Gas and Oil Company will take delivery of its requirements of said products in its own gasoline trucks or in tank cars at the Imperial Oil Company Refinery in Calgary. All Tank Trucks and Tank Cars are to be filled to capacity measurement and temperature adjusted to 60° Fahrenheit.

5. IT IS FURTHER AGREED that all of said Ethylized products shall be of standard specifications and quality and in accordance with the specifications of the Ethyl Corporation, and that the "Q" GASOLINE shall be colored to the specifications of the Gas and Oil Company, and that all products covered by the terms of this Agreement shall from time to time be of a quality at least equal to the quality of similar products sold in the City of Calgary, Alberta, by the Imperial Oil Limited.

6. IT IS AGREED that the Maple Leaf Company shall not be responsible for any delay or failure to furnish such products that may be due to or arise out of strikes or lock-outs, storms, fire, floods, explosions or accidents, or to any cause beyond its control.

7. AND the Gas and Oil Company covenants and agrees that it will at all times during the said term keep true and correct records of all ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE dealt in by it; and that the Gas and Oil Company will, when called upon so to do, furnish to the Maple Leaf Company

EXHIBIT 541 - 5 -

a sworn statement as to the amount of ETHYL GASOLINE, "Q" GASOLINE and ILLUMINATING KEROSENE dealt in by it during any period of the said term.

8. Notwithstanding that this agreement is for a period of eighteen months IT IS UNDERSTOOD that the parties hereto will endeavor to agree on an extension or renewal thereof prior to two months before the expiration of said period of eighteen months; and should the parties hereto fail within that time to reach a mutual agreement for an extension or renewal hereof then this Agreement will terminate in eighteen months from the date hereof.

9. Notwithstanding anything hereinbefore contained to the contrary, it is agreed by the parties hereto that the Maple Leaf Company will not be required to deliver pursuant to this contract products in excess of three million gallons.

10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Maple Leaf Company.

11. Time shall be in every respect the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto hath hereunto affixed their respective corporate seals attested by the respective proper officers in that behalf the day and year first above written.

MAPLE LEAF PETROLEUM LIMITED,

"W. F. Wallace, Gen. M."

"W. H. Whitling, Secy-Treas."

GAS AND OIL PRODUCTS LIMITED,

"A. H. Mayland"

"W. Kemp"

Exhibit 542

Lion Refining Company

Interim Report on

Refining Operations for
1938

Lion Refining Company is the registered firm name of Leon L. Plotkins, operating a refinery in Manchester Sub-Division south of Calgary.

The company operates a straight-run topping plant having a capacity of 550 barrels per day, utilizing a down draft, centre fired, multi-burner tube still of our own design together with a multi-draw fractionating tower with our own design of internal steam stripping sections which permits the withdrawal of five streams continuously from the one tower. All streams are regulated at will with regard to boiling range and flash point over a wide range. Usual auxiliary equipment such as pumps, controls, condensors, boilers, compressed air and tankage is included.

The treating plant is a semi-continuous type doctor treating plant with a chemical regenerator which permits the regeneration economically of spent chemicals. There has also been added recently a lube blending plant to blend neutrals and Bright Stocks to various S.A.E. grades of motor oil.

Highest quality products are manufactured consistent with available crude supplies. Costs of refining are as low as latest type of straight-run refining equipment and good sound, personal management of the proprietor can make it, having regard to the conditions of operation.

The capital invested in the above assets as at December 31st, 1938, after allowance for depreciation is $17,613.87

The refinery maintains its own completely equipped shop and machinists to keep the equipment in running order and an engineering office to plan and design new equipment and which also supervises the erection of same.

All operations of the refinery are closely controlled from the laboratory office where a qualified chemist with adequate staff and equipment maintains the product quality.

Exhibit 542 "A"

Lion Refining Company
Statement of Profit and Loss
by Products
Year 1938.

	Ethyl	Gold	Lion White	Flight	Tractor Gas	Tractor Kerosene	Tractor Fuel	Diesel	Naphtha	Fuel Oil	Lamp Kerosene	Total
Sales	8,235.11	56,340.23	88,190.76	11,232.62	25,449.14	16,272.13	8,485.66	3,216.15	14,002.41	3,938.54	2,809.75	237,600.78
Less Sales Tax			6,223.72		231.63	1,157.28	628.56	220.96	641.29	331.89	85.76	9,525.71
	8,235.11	56,340.23	81,962.38	11,232.62	25,217.51	15,115.19	7,857.10	2,995.19	13,361.12	3,634.65	2,723.99	228,075.07
On hand Jun. 1 '38	58.40	1,332.85	1,543.89	686.72		6,449.34		2,533.25	145.37	2,407.64	30.16	15,187.62
Purchases	9,455.66	55,789.19	5,335.47		273.46						1,794.01	72,607.79
Cost of Manuf.			74,971.39	9,517.98	21,412.32	13,688.38	7,479.09	8,125.76	11,809.58	8,158.72	1,795.61	156,958.83
	9,514.06	57,122.04	81,850.75	10,204.70	21,645.78	20,137.72	7,479.09	10,659.01	11,945.95	10,566.36	3,619.78	244,754.24
On habd Dec. 31 '38	968.30	4,161.41	5,[illegible]	618.41		5,832.36	301.28	9,001.44	76.35	7,183.74	1,058.93	34,801.34
	8,545.76	52,960.63	75,851.36	9,586.29	21,645.78	14,305.36	7,177.81	1,657.57	11,878.60	3,382.62	2,560.85	209,952.90
Administrative & Handling Expense	117.99	949.50	2,101.71	286.95	653.18	469.17	263.23	123.02	380.29	407.42	34.02	5,786.48
TOTAL Cost of Sales	8,665.75	53,910.13	78,353.34	9,873.24	22,298.96	14,774.53	7,441.04	1,780.59	12,258.89	3,790.04	2,594.87	215,739.38
Net Operating Profit-Loss(R)	428.64(R)	2,430.10	3,609.04	1,359.38	2,918.55	340.66	416.06	1,214.60	1,102.23	155.39(R)	470.90(R)	12,335.69
Gallons sold	52,666	423,739	937,931	128,061	291,508	209,372	117,470	54,886	169,721	181,824	15,177	2,582,305
Net Margin per gallon	.814¢ (R)	.573¢	.385¢	1.062¢	1.001¢	.163¢	.354¢	2.213¢	.649¢	.085¢ (R)	3.103¢ (R)	.478¢

(R) - means red figures

Lion Refining Company
Year 1938
Analysis of Recoveries and Manufactured Costs

	Lion White	Flight	Tractor Gas	Tractor Kerosene	Tractor Fuel	Diesel	Naptha	Fuel Oil	Lamp Kerosene	Crude	Casinghead
Sales	937,931	128,061	291,508	209,372	117,470	54,886	169,721	181,624	15,177	27,108	9,963
On Hand - January 1	21,253	8,584	-	98,697	-	58,719	1,813	96,746	165	26,423	-
	916,678	119,477	291,508	110,675	117,470	3,833(R)	167,908	85,078	15,014	685	9,963
Purchases	52,503	-	2,030	-	-	-	-	-	10,547	2,370,189	409,673
	864,175	119,477	289,478	110,675	117,470	3,833(R)	167,908	85,078	4,467	2,369,504(R)	399,710
On Hand - December 31	76,911	8,613	-	97,206	4,752	167,502	1,043	356,379	10,085	17,016	9,566
Manufactured	941,086	128,090	289,478	207,881	122,222	163,669	168,951	441,457	14,552	2,352,488(R)	390,144

COSTS	Gallons	Amount
Crude Used	2,352,488	98,330.98
Casinghead Used	390,144	33,245.28
Manufacturing Costs AA	-	25,382.57
TOTAL	2,742,632	156,958.83

Recoveries and Costs	Gallons	% (1)	Av. S.P. (2) A	1 x 2	% Cost	Cost	Cost per gal.
Lion White	941,086	34.313	9.403¢	32,264	47.765	74,971.39	7.966¢
Flight	128,090	4.670	8.771	4,096	6.064	9,517.98	7.431
Tractor Gasoline	289,478	10.555	8.730	9.215	13.642	21,412.32	7.397
Tractor Kerosene	207,881	7.580	7.772	5,891	8.721	13,688.38	6.585
Tractor Fuel	122,232	4.456	7.224	3,219	4.765	7,479.09	6.119
Diesel	163,669	5.969	5.860	3,497	5.177	8,125.78	4.965
Naptha	168,951	6.160	8.250	5,082	7.524	11,809.58	6.990
Fuel Oil	441,457	16.096	2.181	3,511	5.198	8,158.72	1.848
Lamp Kerosene	14,552	.531	14.560	,,773	1.144	1,795.61	12.339
	2,477,386	90.329		67,548	100.000	156,958.83	
Total Gallons	2,477,386	90.329					
Losses	153,631	5.601					
Fuel Burned in Still	111,615	4.070					
	2,742,632	100.000					

A Average Selling Price before deducting Sales Tax
AA Not including administrative and handling expense which has been allocated to all products handled on gallonage sold basis. See Schedule No. B

(R) Means Red Figures

Lion Refining Company
Year 1938
Value of Crude used in Manufacturing

	Gallons	Amount
On hand - January 1st, 1938	26,423	1,091.27
Purchases including Freight	2,370,189	99,108.19
	2,396,612	100,199.46
Direct Sales	27,108	1,459.85
	2,369,504	98,739.61
On hand - December 31st, 1938	17,016	408.63
Used in Manufacturing	3,352,488	98,330.98
Cost permgallon		4.180¢

Value of Casinghead used in Manufacturing

Purchases including Freight	409,673	35,052.91
Direct Sales (less Sales Tax)	9,963	983.04
	399,710	34,069.87
On Hand - December 31st, 1938	9,566	824.59
Used in Manufacturing	390,144	33,245.28
Cost per Gallon		8.521¢

Manufacturing Costs

Wages	9,978.88	
Repairs and Maintenance	6,680.72	
Depreciation	5,080.05	
Power	1,546.21	
Chemicals	1,341.78	
Laboratory	610.37	
Compensation	144.56	25,382.57
Crude Cost		98,330.98
Casinghead Cost		33,245.28
Manufacturing Cost		25,382.57
Total Cost		156,958.83
Total Cost per Gallon		5.723¢

Exhibit 542

Lion Refining Company
Year 1938
Administrative and Handling Costs.

Salaries and Wages	1,034.75
Sundry	987.91
Interest and Exchange	736.38
Insurance	568.17
Advertising	528.98
Legal and Audit	455.00
Sump Expense	450.00
Stationery	285.73
Taxes	186.09
Telephone and Telegraph	178.02
Light, Heat, and Water	133.38
Travelling	129.18
Cartage	112.89
	5,786.48

Allocation of
Administrative and Handling Costs
on basis of
Percentage of Product Gallonage Sales
to
Total Gallonage
Sales

	%	Amount
Ethyl	2.039	117.99
Gold	16.409	949.50
Lion White	36,321	2,101.71
Flight	4,959	286.95
Tractor Gasoline	11,288	655.18
Tractor Kerosene	8.108	469.17
Tractor Fuel	4.549	263.23
Diesel	2.126	123.02
Lamp Kerosene	.588	34.02
Naphtha	6.572	380.29
Fuel Oil	7.041	407.42
	100.000	5,786.48

Lion Refining Company
Year 1938
Analysis of Sales by Products

	Gallons	Amount	Average	% of Total
Ethyl	52,666	8,235.11	15.636¢	2.039
Gold	423,739	56,340.23	13.296	16.409
Lion White	937,931	88,190.76	9.403	36.321
Flight	128.061	11,232.62	8.771	4.959
Tractor Gasoline	291.508	25,449.14	8.730	11.288
Tractor Kerosene	209,372	16,272.43	7.772	8.108
Tractor Fuel	117,470	8,485.66	7.224	4.549
Diesel	54,886	3,216.15	5.860	2.126
Lamp Kerosene	15,177	2,209.73	14.560	.588
Naphtha	169,721	14,002.41	8.250	6.572
Fuel Oil	181,824	3,966.54	2.181	7.041
	2,582,355	237,600.78		100.000

Year 1938
Analysis of Purchases
by
Products

Ethyl	60,432	9,455.66	15.647¢
Gold	441,262	55,789.19	12,643
Straight Run (L. White)	52,503	5,335.47	10.162
Tractor Gasoline	2,030	233.46	11.500
Lamp Kerosene	10,547	1,794.01	17.009
Casinghead	409,673	35,052.91	8.556
Crude	2,370,189	99,108.19	4.181
		206,768.89	

Schedule 542 No. 3

Lion Refining Company

ANALYSIS OF FIXED ASSETS AND DEPRECIATION RESERVES

For the Year ended December 31, 1938 - Calgary

	Balance December 31, 1937	Additions Deductions(R) During Year	Balance December 31, 1938	Reserve as at December 31, 1937	Rate	Provision for Year	Balance December 31, 1938	Net Book Value December 31, 1938
Land	800.00	-	800.00	-	-	-	-	800.00
Railroad Siding	935.11	-	935.11	374.04	10	93.51	467.55	467.56
Crude Still	2,754.94	-	2,754.94	2,754.94	-	-	2,754.94	-
Treating Plant	5,385.35	60.00	5,445.35	5,385.35	-	60.00	5,445.35	-
Steam Plant	833.50	-	833.50	833.50	-	-	833.50	-
Pumping Plant	3,620.00	20.00	3,640.00	3,028.92	16.7	611.08	3,640.00	-
Water Well	233.00	-	233.00	233.00	-	-	233.00	-
Tool Shed	10.00	-	10.00	-	-	-	-	10.00
Crude Tanks #1	780.00	-	780.00	780.00	-	-	780.00	-
Crude Tanks #2	5,029.35	-	5,029.35	1,537.22	10	502.94	2,040.16	2,989.19
Crude Storage Tanks	4,399.22	5,000.00	9,399.22	1,209.78	10	939.92	2,149.70	7,249.52
Crude Storage Tanks 1,500Bbl	3,021.96	-	3,021.96	604.40	10	302.20	906.60	2,115.36
Electric Power	1,413.76	198.50	1,612.26	1,251.90	20	322.43	1,574.33	37.93
Laboratories	367.07	-	367.07	367.07	-	-	367.07	-
Cement Loading Platform	11.00	11.00(R)	-	-	-	-	-	-
Finished Product Tanks	2,458.04	-	2,458.04	2,458.04	-	-	2,458.04	-
Loading Platform	1,090.00	-	1,090.03	714.34	25	272.50	986.64	103.19
Machine Shop	1,212.20	590.97	1,803.17	1,102.47	25	425.22	1,507.69	295.48
Furniture and Fixtures	620.31	-	620.31	620.31	-	-	620.31	-
Building	414.87	-	414.87	248.86	20	82.97	331.83	83.04
Lube Oil Warehouse	444.91	11.00	455.91	143.69	25	113.98	257.67	198.24
Office Building	233.17	-	233.17	200.46	11.4	26.71	233.17	-
Signs	44.00	-	44.00	44.00	-	-	44.00	-
Uncompleted Construction	88.59	607.41	696.00	-	20	139.20	139.20	556.80
Tower	4,084.05	-	4,084.05	1,021.01	25	1,021.01	2,042.02	2,042.03
Ethyl Plant	-	831.91	831.91	-	20	166.38	166.38	665.53
	$40,284.43	7,308.79	47,593.22	24,899.30		5,080.05	29,979.35	17,613.87

(R) Means Red Figures

EXHIBIT "543"

Auditors Statement for the year ended December 31, 1938, of The Lion Refining Company, Calgary, Alberta, prepared by Messrs. Henderson & Teare, Chartered Accountants.

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This Exhibit will be found out of its proper place as a question was raised as to its admissibility.

See Page 1264 et seq.

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Exhibit 544

Lion Refining Company
Reconciliation of Differences between
"Audited Statements" and "Cost Statements"

Sales:

Total as per audited statement			$259,621.19
Add: S. Stn. Losses for 1936 and 1937 charged against Sales			2,006.56
			261,627.75
Deduct: Crude Sales		1,459.85	
Casinghead Sales		1,061.69	
Adjustment re Lion Oils Profit		21,505.43	24,026.97
Total as per Schedule			
Total Cost of Sales			$237,600.78
Total as per audited Statement			243,871.01
Add: Credit in purchases account not taken up			47.03
			243,918.04
Deduct: Inventory Adjustment as at December 31, 1938		15,821.91	
Sales Tax taken as a deduction from Sales		9,604.36	
Adjustment in "Chemical" Inventory - Jan. 1, 1938		309.50	
Sales of Crude and Casinhead taken as deduction of costs of manufacturing		2,442.89	28,178.66
Total as per Schedule			
Net Operating Profit			$215,739.38
Total as per Audited Statements			15,750.18
Add: Inventory adjustment as at December 31, 1938		15,821.91	
Adjustment in "Chemical" inventory - Jan. 1, 1938		309.50	
S. Stn. losses for 1936 and 1937 charged against sales		2,006.56	18,137.97
			33,888.15
Deduct: Adjustment re Lion Oils Limited profit		21,505.43	
Credit in purchases a/c		47.03	21,552.46
Net operating profit as per Schedule			$ 12,335.69

		Record Page
EXHIBIT 545 -	Interim Report on Marketing Operations for 1938, Lion Oils Limited. Presented by the witness Plotkins and J. Stanger ; extended in full in the Report, see page 12,472 et seq	12,472
EXHIBIT 546 -	Retail price List of Lion Oils Petroleum Products produced by the witness Stanger.....	12,472

Schedule A.

Canadian Oil Companies, Limited

Price of various grades of gasolines and distillates from Imperial Oil Limited, as at December 31st, 1938.

Calgary	
Green Gás	10.5
Ethyl	12.
Kerosene	12.5
Heavy Distillate	8.
Turner Valley Gasoline	9.
Red Seal Gasoline	9.
Edmonton	
Green Gas	13.5
Ethyl	15
Kerosene	15.5
Heavy Distillate	11.
Turner Valley Gasoline	12.
Red Seal Gasoline	12.

Exhibit 547 Schedule B

Canadian Oil Companies, Limited

CAPITAL INVESTMENTS - December 31st, 1938.

Province of Alberta

Sub-Station Plants		
Real Estate	$4,000.00	
Construction	66,864.60	
Equipment	67,181.92	
Office Furniture	8,976.39	
Idle Equipment	1,919.99	$148,942.90
Service Stations		47,833.98
Automotive Equipment		
Motor Trucks & Slip Tanks	24,655.01	
Company Cars	6,260.46	30,915.47
Equipment on Loan		28,612.53
		$256,304.88

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EXHIBIT 547 (B-1)

CANADIAN OIL COMPANIES, LIMITED

FIXED ASSETS — CALGARY

December 31st, 1938

Real Estate	Construction	Equipment	Office Furniture	Idle Equipment	Motor Trucks Inc. Trailers Slip Tanks & Idle Auto Equip.	Co. Cars Including Sales Sedans	Total For Station	No. of Storage Tanks Inc Lub & Motor Oil	Storage Capacity	No Co-Owned Ser.Stations Inc. Leased	No. of Trucks Including Sales Sedan	Loan Equip. in Territor
$ 2,000.00	$ 29,888.73	$ 15,[illegible]	$ 3,[illegible]5.34	$ 1,272.88	$ 5,[illegible]73.18	$ 2,[illegible]8.51	$ 62,374.06	8	85,276	1	2	$ 6,350.23
1,000.00	8,142.71	7,661.85	356.69	576.50	9,235.97	1,108.59	28,[illegible]2.11	5	48,900	1	3	3,794.75
	1,414.62	5,[illegible]6.64			309.61		6,810.87	3	31,951			1,851.60
	11,174.58	9,830.20	416.36	70.61	7,396.47	2,075.83	30,964.05	6	64,800	2	3	3,483.80
1,000.00	7,[illegible]91.57	5,955.82			382.37		14,429.76	5	34,712			4,047.18
	1,820.29	7,279.72			591.87	1,067.53	10,759.41	5	46,688			1,771.55
	1,192.45	3,989.93			309.88		5,492.26	3	36,356			2,710.26
	1,[illegible]83.80	3,087.56			309.61		4,580.97	3	26,942			
	1.401.74	3,986.38					5,298.12	3	36,456			910.[illegible]
	1,130.69	3,229.92			513.61		5,174.22	3	20,560			9[illegible]6.58
	467.43						467.43					
		.70					.70					745.20
	1,325.98	3,233.98			532.44		5,092.40	3	25,304			2,[illegible]35.3[illegible]
	332.01						332.01					
$ 4,000.00	$ 66,864.60	$67,181.92	$ 8,976.39	$ 1,919.99	$24,655.01	$ 6,260.46	$179,858.37	47	457,945	4	8	$28,612.53

Exhibit 547 B-2

CANADIAN OIL COMPANIES, LIMITED

FIXED ASSETS
December 31st, 1938.

SERVICE STATIONS	REAL ESTATE	CONSTRUCTION	EQUIPMENT	TOTAL
Calgary			2,930.21	$2,930.21
Lethbridge	2,285.51	8,599.80	3,667.06	14,552.37
Edmonton No. 1.	3,338.65	11,221.60	3,532.81	18,093.06
Edmonton No. 2.	2,250.00	7,160.84	2,847.50	12,258.34
Total	$7,874.16	$26,982.24	$12,977.58	$47,833.98

Canadian Oil Companies, Limited

Total Sales of Motor Fuels in gallons

	1938	1937
Gasoline	2,064,465	1,323,123
Kerosene	90,966	91,233
Distillate & Fuel Oil	202,280	361,858

Exhibit 547 C-1

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CANADIAN OIL COMPANIES, Limited

SALES GASOLINE 1938 PROVINCE OF ALBERTA

Quantity in Gallons

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Edmonton	19,269	14,905	22,925	31,034	44,929	42,679	41,263	40,707	54,456	46,406	30,110	24,350	413,033
Vegreville	2,655	1,085	3,475	5,815	8,420	7,895	9,205	6,455	17,815	11,147	8,515	5,425	87,907
Entwistle	5,586	6,922	9,304	6,962	7,280	6,795	6,649	4,000	5,850	6,985	7,415	8,431	82,179
Lethbridge	11,779	9,642	16,207	31,716	29,338	25,333	26,852	34,996	34,002	33,874	18,294	14,535	286,568
Red Deer	7,512	4,300	10,670	12,085	14,811	12,847	11,328	10,347	25,010	14,263	10,297	10,594	144,064
Stavely	1,847	1,804	3,591	6,353	9,801	8,089	7,642	8,901	12,461	5,369	3,030	2,970	71,858
Camrose	6,258	5,035	11,160	16,209	22,285	23,625	24,850	22,073	49,215	35,502	17,440	15,595	249,247
Blairmore	2,831	2,635	4,245	4,525	7,850	8,392	8,995	8,215	7,292	6,052	4,110	3,974	69,116
Viking	2,165	1,475	4,090	5,345	7,054	7,854	6,275	6,571	13,355	10,989	6,404	5,676	77,253
Didsbury	2,755	1,570	2,835	5,040	6,999	7,415	7,331	6,110	13,765	10,465	5,865	5,305	75,455
Calgary	17,405	16,082	26,213	39,872	46,242	45,147	44,580	55,427	72,441	57,261	44,891	27,520	493,081
Vulcan	204	93	395	590	1,085	2,372	989	2,428	2,457	1,440	1,154	714	13,921
	80,266	65,548	115,110	165,546	206,094	198,443	195,959	206,230	308,119	239,753	157,525	125,089	2,063,682

EXHIBIT 547 (D)

Canadian Oil Companies, Limited

(d) List of all outlets, both wholesale and retail, owned service stations, leased service stations etc. operated by Company.

COMPANY SERVICE STATIONS

Dulmadge Bros., Calgary
Breach S.S., Edmonton
Brennagh's S.S., Edmonton
McKinnon's S.S., Lethbridge

COMPANY WHOLESALE WA REHOUSES

Lethbridge
Edmonton
Calgary

COMPANY AGENTS

A.W. Robbins, Blairmore
C.E. Morfitt, Jr., Camrose
E. Gasser, Didsbury
W. Hoople, Entwistle
R. Crawford, Red Deer
R. Werner, Stavely,
G. Makowijczuk, Vegreville
H. E. Atkinson, Viking,
C. H. Hoskyn, Vulcan

As at December 31st, 1938.

EXHIBIT 547 (E)

CANADIAN OIL COMPANIES, LIMITED

SPECIFICATIONS OF ALL GRADES OF GASOLINES, TRACTOR DISTILLATES, ETC., MARKETED

SPECIFICATIONS

	A.P.I. Gravity	Octane Rating	Initial Boiling Point	Final Boiling Point
Ethyl Gasoline (Summer)	64.0 Max.	76.5 - 77.0	-	390 Max.
" " (Winter)	64.0 Max	76.5 - 77.0	-	390 Max.
Red Seal Gasoline	63. 68	55.0 Min.	-	425 Max.
White Rose No Knock (Summer)	64.0 Max.	71.0 - 71.5	-	400 Max.
" " " " (Winter)	64.0 Max.	71.0 - 71.5	-	400 Max.
Turner Valley Gasoline	73.0 Max.	-	-	415 Max.
Naphtha	62 - 65	-	100-125	325-350
Kerosene	43.0 Min.	-	-	500 Max.
Distillate	44.5 Max.	-	130-160	575 Max.

SHIPMENTS AVERAGE

Ethyl Gasoline (Summers)	63.3	76.5	93	362
" " (Winter)	63.9	76.5	86	355
Red Seal Gasoline	63.0	55.0	88	419
White Rose No Knock (Summer)	62.2	71.0	93	400
" " " " (Winter)	63.5	71.0	85	393
Turner Valley Gasoline	65.9	60	88	401
Naphtha	63.4	-	100	346
Kerosene	43.3	-	340	477
Distillate	43.6	-	130	508

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EXHIBIT 547 (F-1)

Prices charged on all grades of Gasoline and Distillates at each wholesale outlet in Alberta, i.e., Tank Wagon Prices.

		Effective May 5/37	Effective Nov.22/37	Effective Jan.5/38	Effective Apr.4/38	Effective June21/38
Calgary	White Rose	21.00	18.50	17.00		
	Green Gas	21.00	18.50	17.00	17.00	16.50
	Ethyl	23.00	21.00	19.50	19.50	19.00
	Kerosene	21.50	20.50	19.00	19.00	18.50
	Hvy. Dist.	18.00	16.00	13.50	13.50	13.00
	Lt. Dist.	17.00				
	Turner Val.	16.50	16.00	14.50	14.50	14.00
	Trac. Gas. Red Seal		16.00	14.50		
Blairmore	White Rose	22.80	20.30	18.80	14.50	14.00
	Green Gas	22.80	20.30	18.80	18.80	18.80
	Ethyl	24.80	22.80	21.30	21.30	21.30
	Kerosene	22.30	22.30	20.80	20.80	20.80
	Turner Val.	17.30				
	Trac. Gas. Red Seal		16.30	16.30		
	Distillate				16.30	16.30
Camrose	Green Gas	24.50	22.00	20.50	20.50	19.60
	Ethyl	26.50	24.50	23.00	23.00	22.10
	Kerosene	24.00	24.00	22.50	22.50	21.60
	Hvy. Dist.	20.50	19.00	17.00	17.00	16.10
	Lt. Dist.	19.50				
	Turner Val.	19.00				
	Trac. Gas. Red Seal		19.00	18.00		
Didsbury	White Rose	23.50	21.00	19.50	18.00	17.10
	Green Gas	23.50	21.00	19.50	19.50	18.10
	Kerosene	23.00	23.00	21.50	21.50	20.10
	Hvy. Dist	19.50	18.00	16.00	16.00	14.60
	Lt. Dist.	18.50				
	Turner Val.	18.00				
	Trac. Gas. Red Seal		18.00	17.00		
	Ethyl				17.00	15.60
Edmonton	Green Gas.	23.50	21.00	19.50	19.50	20.60
	Ethyl	25.50	23.50	22.00	22.00	19.50
	Kerosene	24.20	23.00	21.50	21.50	22.00
	Hvy. Dist.	20.70	18.50	16.00	16.00	21.50
	Lt.Dist.	19.70				16.00
	Turner Val.	19.20	18.50	17.00	17.00	17.00
	Trac. Gas. Red Seal.		18.50	17.00		
Lethbridge	White Rose	21.70	19.20	17.70	17.00	17.00
	Green Gas	21.70	19.20	17.70	17.70	17.70
	Ethyl	23.70	21.70	20.20	20.20	20.20
	Kerosene	21.20	21.20	19.70	19.70	19.70
	Hvy. Dist.	15.70	15.20	14.20	14.20	14.20
	Lt. Dist.	16.70				
	Turner Val.	16.20				
	Trac. Gas Red Seal		15.20	15.20		
					15.20	15.20

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EXHIBIT 547 (F-2)

Prices charged on all grades of Gasoline and Distillates at each wholesale outlet in Alberta.

		Effective May 5/37	Effective Nov.22/37	Effective Jan.5/38	Effective Apr.4/38	Effective June 21/38
Red Deer	White Rose	23.80	21.30	19.80		
	Green Gas	23.80	21.30	19.80	19.80	18.70
	Ethyl	25.80	23.80	22.30	22.30	21.20
	Kerosene	23.30	23.30	21.80	21.80	20.70
	Hvy. Dist.	19.80	18.30	16.30	16.30	15.20
	Lt. Dist.	18.80				
	Turner Val.	18.30				
	Trac. Gas.		18.30	17.30		
	Red Seal				17.30	16.20
Stavely	White Rose	22.60	20.10	18.60		
	Green Gas	22.60	20.10	18.60	18.60	18.30
	Ethyl	24.60	24.60	21.10	21.10	20.80
	Kerosene	22.10	22.10	20.60	20.60	20.30
	Hvy. Dist.	18.60	17.10	15.10	15.10	14.80
	Lt. Dist.	17.60				
	Turner Val.	17.10				
	Trac. Gas		17.10	16.10		
	Red Seal				16.10	15.80
Vegreville	Green Gas	25.40	22.90	21.40	21.40	19.90
	Kerosene	24.90	24.90	23.40	23.40	21.90
	Hvy. Dist.	21.40	19.90	17.90	17.90	16.40
	Lt. Dist.	20.40				
	Turner Val.	19.90				
	Trac. Gas.		19.90	18.90		
	Red Seal				18.90	17.40
	Ethyl		25.40	23.90	23.90	22.40
Viking	Green Gas	25.50	23.00	21.50	21.50	20.00
	Ethyl	27.50	25.50	24.00	24.00	22.50
	Kerosene	25.00	25.00	23.50	23.50	22.00
	Lt. Dist.	20.50				
	Turner Val.	20.00				
	Trac. Gas.		20.00	19.00		
	Red Seal				19.00	17.50
	Distillate					16.50
Vulcan	Green Gas	22.60	20.10	18.60	18.60	18.20
	Ethyl	24.60	22.60	21.10	21.10	20.70
	Kerosene	22.10	22.10	20.60	20.60	20.20
	Hvy. Dist.	18.60	17.10	15.10	15.10	14.70
	Lt. Dist.	17.60				
	Turner Val.	17.10				
	Trac. Gas.		17.10	16.10		
	Red Seal				16.10	15.70

Last column shows price as at December 31st, 1938.

EXHIBIT 547 (G)

Canadian Oil Companies, Limited

All Lubricating Oils and Greases marketed by this Company are Refined and Manufactured at the Company's Refinery at Petrolia, Ontario.

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Exhibit 547

Canadian Oil Companies, Limited
Province of Alberta

PROFIT & LOSS ANALYSIS BY PRODUCTS - YEAR 1938.

	GASOLINE		KEROSENE		DIST.& FUEL OIL		LUB OILS & GRS.		TOTAL	
	Average Per Gal.	amount	Average per gal.	Amount	Average Per Gal	Amount	Average Per Gal.	Amount	Average Per Gal.	Amount
Sales in Gallons		2,064,465.00		90,966.00		202,280.00		160,027.00		2,517,738.00
SALES	.1769	365,203.86	.1969	17,860.94	.1469	29,714.93	.6760	108,177.25		520,956.98
Cost price to Branch	.1350	278,702.77	.1550	14,099.73	.1100	22,250.80	.5726	91,631.46		406,684.76
Which includes H.O. mark-up of	.0133	27,457.38	.0138	1,258.99	.0083	1,678.93	-	-		30,395.30
Total Cost	.1217	251,245.39	.1412	12,840.74	.1017	20,571.87	.5726	91,631.46		376,289.46
Gross Profit	.0552	113,958.47	.0557	5,020.20	.0452	9,143.06	.1034	16,545.79	.0574	144,667.52
Direct Deductions										
Gasoline Rebates	.0037	7,605.06	.							7,605.06
Comm. to Agents or Freight	.0166	34,354.76	.0167	1,513.98	.0117	2,354.74	.0500	8,001.35		46,224.83
	.0203	41,959.82	.0167	1,513.98	.0117	2,354.74	.0500	8,001.35		53,829.89
Gross Trading Profit	.0349	71,998.65	.0390	3,506.22	.0335	6,788.32	.0534	8,544.44	.0361	90,837.63
Allocatable Expenses										
General Expenses	.0242	49,928.75	.0268	2,441.78	.0201	4,074.37	.0908	14,537.11		70,982.01
Stock shortage & Inv. Loss	.0026	5,324.34	.0029	260.39	.0022	434.49	.0097	1,550.22		7,569.44
Serice Station expenses	.0039	8,068.62	.0043	394.60	.0032	658.43	.0147	2,349.23		11,470.88
	.0307	63,321.71	.0340	3,096.77	.0255	5,167.29	.1152	18,436.56	.0358	90,022.33
Add Sundry Revenue	.0042	8,676.94	.0050	409.45	.0080	1,621.03	.0618(R)	9,892.12(R)	.0003	815.30
Net Profit	.0037	7,604.42	.0041	371.90	.0031	620.55	.0138	2,214.07	.0043	10,810.94
	.0079	16,281.36	.0091	781.35	.0111	2,241.58	.0480(R)	7,678.05(R)	.0046	11,626.24

Head Office Profit on Shipments to Calgary Division $30,395.30
Loss shown by Calgary Profit & Loss Statement 18,462.12
Profit - Operating Division without charging Depreciation on Sub-Stations or allocating expenses such as Advertising, Administration, etc. 11,933.18

CANADIAN OIL COMPANIES, Limited

Exhibit 547 I - 1

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CALGARY DIVISION
BALANCE SHEET
December 31st, 1937

Assets		Liabilities	
Petty Cash	160.00	Gasoline Tax Payable	5,869.57
Cash in Bank		Gasoline Rebate Payable	
Cash Clearing Accounts	4,069.46	Unredeemed Coupons	54.57
Bonded Dealer Stocks	13,503.81	Accrued Salaries	289.70(R)
Accounts Receivable	68,353.32	Accrued Commissions	586.65
Sale Pump Accounts	5,771.07		
C.C.A Limited	4,945.97	Credit Balance Suspense	227.86
C.C.A. Limited Branch	2,534.30	Sub -Station Prize Suspense	10.00
		Unknown Drum Account	1,840.04
		Depreciation Reserves	
Employees' Accounts	1,912.91	Service Station Construction	4,743.73
Freight Claims		Service Station Equipment	7,716.62
Inventories Actual	138,119.44	Automotive Equipment	15,610.16
Bonded Agent Stocks	4,611.02	Loan and Sale Equipment	12,028.61
Real Estate	4,000.00	Drums	12,174.86
Construction	65,541.76	Idle Equipment	485.49
Equipment	66,921.08		
Office Furniture	8,800.37	Other Reserves	
Idle Equipment	1,922.49	Salesmen's Commission	2,563.69
Service Station Real Estate	7,874.16	Q.D.A.	1,059.41
Service Station Construction	21,369.55	Bad Debts	
Service Station Equipment	12,387.03	UNEARNED GROSS PROFIT ON	
Automotive Equipment	24,754.99	Bonded Stocks	2,700.76
Loaned Equipment	22,396.55		
		Head Office	416,248.47
Prepaid			
Insurance		Profit or Loss to Date	
Taxes			
Workmen's Compensation			
Automotive Licenses	149.73		
Miscellaneous Accounts			
LOAN - REPAYABLE - RE:			
Dursbury Ser. Stn. Spec. A/C)	413.00		
LIGHT, HEAT & WATER DEPOSITS	118.80		
Total	483,630.79		483,630.79

(R) - means red figures

CALGARY DIVISION
PROFIT AND LOSS SUMMARY
December 31st, 1937.

		Month	To Date
Merchandise Sales			
Cash			144,475.50
Credit			315,028.63
Sundry			50.80(R)
DEDUCT - Gasoline Rebate (Red)			
Q.D.A. Discounts "			
Total Merchandise Sales			459,453.33
Less: Returned Goods			7,875.24
NET MERCHANDISE SALES	(A)		451,578.09
Drum Sales			146,594.75
TOTAL SALES	(B)		598,172.84
Inventory Opening			143,037.60
Purchases			367,509.24
Returned Drums			138,940.50
			649,487.34
LESS: Inventory-Closing			138,119.44
COST OF SALES	(C)		511,367.90
GROSS TRADING PROFIT (B minus C)	(D)		86,804.94
DEDUCT - Stock Short Mdse.			3,650.00
Stock Short Drums			14.50
Inventory Loss			2,813.66
	(E)		6,478.16
GROSS PROFIT(D minus E)	(F)		80,326.78
ADD: Sundry Revenues - Per Schedule			7,919.17
TOTAL INCOME	(G)		88,245.95
ADD: "Earned" Gross Profit on Bonded Stock			350.27
			88,596.22
Selling and Distributing Expenses			85,788.95
General and Administrative Expense			36,634.86
TOTAL EXPENSE	(H)		122,423.81
LOSS - this year			33,827.59(R)
Net Profit or Loss - Previous Year			
Gross Trading Profit (D) % of Sales (A)			19.22
Total Expense (H) % of Sales (A)			27.11

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Exhibit 547 I-2

CANADIAN OIL COMPANIES, Limited

CALGARY DIVISION
SCHEDULE OF EXPENSES
December 31st, 1937

	SELLING AND DISTRIBUTING	Month	To Date
Sales-	(Salaries		8,879.34
men's	(Commissions		2,550.59
	(Expenses		3,938.80
	(Company Car Expenses		4,143.71
	(Company Car Dep'n - Reg.		1,888.16
	(Company Car Dep'n - Extra		21.10(R)
	Salesmen's Salaries		5,499.62
	Salesmen's Commissions		285.94
	Salesmen's Expenses		63.55
	Mechanic's Salary		
	Mechanic's Expenses		
	Repairs		647.02
AUTO	Oil & Gas		2,489.83
TRUCK	Tire Expense		294.74
	Licenses		948.26
	General Expense		249.84
	Insurance		227.93
	Depreciation-Regular		5,670.10
	Depreciation-Extra		692.95(R)
	Salaries and Commission		188.00
	Expenses		304.54
	Rent Expenses		5,594.15
	Light, Heat and Water		274.99
SERVICE STATION	Repairs		208.64
	Dep'n-Const.-Reg.		1,465.22
	Dep'n.-Const.-Extra		
	Dep'n.-Equip.-Reg.		1,500.91
	Dep'n.-Equip.-Extra		
Loaned	Equipment Expense		1,661.46
Loaned	Equipment Installation-New		111.99
Loaned	Equipment Dep'n.-Reg.		1,488.67
Loaned	Equipment Dep'n.-Extra		104.64
Pump	Mechanic's Salary		
Pump	Mechanic's Expense		
Motor	Oil and Grease Equip. Exp.		95.09
	Warehouse Salaries		5,115.69
Sub-Station	Agent's Commission		15,305.76
	SUB-TOTAL FORWARD		70,483.73

SELLING AND DISTRIBUTING - Cont'd	Month	To Date
Forward		70,483.73
Advertising		496.87
Allowances		60.78
Dealer Agent Commission		3,944.49
Q.D.A. Write-off ($1.00 per drum)		2,161.33
Freight & Cartage		4,869.44
Drum Dep'n - Regular		2,617.08
Drum Depreciation - Extra		66.70
REPAIRS (Drums)		471.05
Barrel Paint		617.48
Total		85,788.95
ADMINISTRATIVE AND GENERAL		
Manag-(Salaries		4,050.00
ers & (Expenses		1,771.13
Super-(Company Car Expense		
visors(Company Car Dep'n		
(Company Car Dep'n Extra		
Office Salaries		11,363.26
Stationery		1,557.38
Office Expense		1,126.53
Office Furniture Write-Off		29.50
Postage and Excise		1,252.68
Discounts		281.32
Discounts 1930 & Prior Account		3.75
Telephone and Telegraph		791.22
Employees Comm. 1930 & Prior A/C		94.75
General Expense		2,031.32
Sub-Station Construction Write-Off		
Sub-Station Equipment Write-Off		
General Repairs		1,331.88
Light, Heat and Water		858.65
Insurance		1,303.49
Workmen's Compensation		184.48
Taxes		4,742.89
Rent		414.49
Legal Expense		469.85
C.C.A. Expense		345.25
Bad Debts		2,074.84
Uncollectable Drums		556.20
TOTAL		36,634.86

NOTE: (R) Means Red Figures

CALGARY DIVISION
SCHEDULE OF SUNDRY REVENUES
December 31st, 1937.

	Month	To Date
Gasoline Tax Commission		2,983.12
Rental Revenue		4,229.19
Tire Contract Bonus		84.44
H.O. Comm. 1930 & Prior A/Ca		622.42
Total		7,919.17
FORWARD		TOTAL

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EXHIBIT 547 (I-3)

THE CANADIAN OIL COMPANIES, Limited

CALGARY DIVISION

BALANCE SHEET

December 31st, 1938

ASSETS		LIABILITIES	
Petty Cash	185.00	Gasoline Tax Payable	7,462.89
Cash in Bank		Gasoline Rebate Payable	
Cash Clearing Accounts	5,056.10	Unredeemed Coupons	54.10
		Accrued Salaries	
Accounts Receivable	67,962.97	Credit Scrip	
Sale Pump Accounts	7,340.27	ACCRUED SUB. STN. AG'TS. COMM.	1,001.03
C.C.A. Limited	3,743.11	Credit Balance Suspense	258.56
C.C.A. Limited Brance	1,192.95	Unknown Drum Account	56.00
Bonded Dearlor Stocks	21,116.14		
Bonded Agent Stocks	14,199.28	DEPRECIATION RESERVES	
Employees' Accounts	348.76	Service Station Construction	6,296.08
Freight Claims	86.61	Ser. Station Equipment	8,528.70
Inventories Actual	138,374.30	Automotive Equipment	17,484.41
		Loan and Sale Equipment	13,980.88
Real Estate	4,000.00	Drums	15,425.44
Construction	66,864.60		
Equipment	67,181.92	Idle Equipment	483.24
Office Furniture	8,976.39	OTHER RESERVES	
Idle Equipment	1,919.99	Salesmen's Commission	5,386.50
Service Station Real Estate	7,874.16	Q.D.A.	2,967.60
Ser. Station Construction	26,982.24	Bad Debts	
Ser. Station Equipment	12,977.58	Sub-Stn. Comm.	433.60
Automotive Equipment	30,915.47	Unearned Gross Profit on	
Loaned Equipment	28,612.53	Bonded Dealer Stocks	4,221.64
		Head Office	432,848.30
PREPAID			
Insurance	62.20	Profit or Loss to Date	
Taxes			
Workmen's Compensation			
Stationery(Form 148 &149)	228.99		
Automotive licenses	299.61		
Miscellaneous Accounts			
Didsbury S. Stn. Spec. A/C	276.00		
Light, Heat & Water Deposits	111.80		
TOTAL	516,888.97	TOTAL	516,888.97

NOTE: (R) Means Red Figures

CALGARY DIVISION

PROFIT AND LOSS SUMMARY

December 31st, 1938

MERCHANDISE SALES		MONTH	TO DATE
Cash			131,431.43
Credit			404,274.05
Sundry			14.22
DEDUCT-Gasoline Rebate-(Red)			7,605.06(R)
Q.D.A. Discounts-(Red)			5,371.44(R)
TOTAL MERCHANDISE SALES			522,743.20
Less: Returned Goods			9,391.28
NET MERCHANDISE SALES	(A)		513,351.92
Drum Sales			207,820.90
TOTAL SALES	(B)		721,172.82
Inventory-Opening			138,119.44
Purchases			410,643.72
Returned Drums			202,861.25
			751,624.41
LESS: Inventory-Closing			138,374.30
COST OF SALES	(C)		613,250.11
Gross Trading Profit(B minus C)	(D)		107,922.71
DEDUCT Stock Short(or Over-Red) Mdse.			3,598.63
Stock Short(or Over-Red) Drums			921.25
Motor Oil & Grease			296.76
Inventory Loss(or Gain-Red) Refined			3,022.80
	(E)		7,839.44
Gross Profit(DminusE)			100,353.27
LESS - Unearned gross profit on bonded dealer stocks			1,520.88(R)
			98,832.39
ADD: Sundry Revenues-Per Schedule			11,383.25
Total Income	(G)		110,215.64
Selling and Distributing Expenses			89,850.35
General and Administrative Expense			38,827.41
TOTAL EXPENSE	(H)		128,677.76
NET PROFIT OR LOSS- this Year			18,462.12(R)
NET PROFIT OR LOSS- Previous Year			33,827.59(R)
Gross Trading Profit (D) % of sales (A)			21.02
TOTAL EXPENSE (H) % of Sales (A)			25.07

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EXHIBIT 547 (I-4)

THE CANADIAN OIL COMPANIES, LIMITED

CALGARY DIVISION

SCHEDULE OF EXPENSES

December 31st, 1938

	SELLING AND DISTRIBUTING	MONTH	TO DATE
	Salaries		7,509.66
	Commissions		5,436.54
	" Extra		85.69
	Expenses		3,675.90
SALES-MEN'S	Company Car Expenses		3,690.87
	Company Car Dep'n-Reg.		983.37
	Company Car Dep'n-Extra		172.47(R)
	Salesmen's Salaries		6,168.76
	Salesmen's Commissions		915.25
	Salesmen's Expenses		22.30
	Mechanic's Salary		
	Mechanic's Expenses		
	Repairs		1,192.96
AUTO TRUCK	Oil and Gas		2,737.88
	Tire Expense		510.58
	Licenses		971.42
	General Expense		156.53
	Insurance		289.00
	Depreciation-Regular		3,906.00
	Depreciation-Extra		345.81(R)
	Salaries and Commission		
	Expenses		636.88
	Rent Expenses		7,304.92
	Light, Heat and Water		257.54
SERVICE STATION	Repairs		136.92
	Dep'n -Const.-Reg.		1,552.35
	Dep'n -Const.-Extra		
	Dep'n-Equip.-Reg.		1,554.59
	Dep'n -Equip.-Extra		27.68
Loaned Equipment Expense			2,104.97
Loaned Equipment Installation-New			1,171.64
Loaned Equipment Dep'n - Reg			1,929.56
Loaned Equipment Dep'n Extra			183.52
Pump Mechanic's Salary			
Pump Mechanic's Expense			
Motor Oil and Grease Equip. Exp.			247.72
Warehouse Salaries			6,001.03
Sub-Station Agent's Commission			17,732.66
	SUB-TOTAL FORWARD		78,576.41

	SELLING AND DISTRIBUTING-Cont'd	MONTH	TO DATE
	FORWARD		
	Advertising		335.88
	Allowances		241.22
	Freight and Cartage		5,966.31
	Drum Depreciation-Regular		3,609.63
	Drum Depreciation-Extra		109.31
	Barrel Paint		571.52
	Drum Repairs		440.07
	TOTAL		89,850.35
	ADMINISTRATIVE AND GENERAL		
	Salaries		5,660.00
	Expenses		2,461.50
Manager's and Super-visor's	Company Car Expense		365.90
	Company Car Dep'n-Reg.		179.65
	Company Car Dep'n-Extra		
	Office Salaries		11,032.68
	Stationery		1,121.56
	Office Expense		1,065.08
	Office Furniture Write-Off		37.00
	Postage and Excise		1,531.19
	Discounts		177.00
	Telephone and Telegraph		834.20
	General Expense		2,137.39
	Sub-Station Construction Write-Off		17.00
	Sub-Station Equipment Write-Off		155.77
	General Repairs		221.15
	Light, Heat and Water		835.99 S
	Insurance		1,486.35 S
	Workmen's Compensation		238.30 S
	Rent Expense(Dealer Whse.)		777.00 S
	Taxes		4,901.91 X
	Rent		281.44 S
	Legal Expense		255.36
	Retirement Allowances		375.00
	C.C.A.Expense		88.47 C
	Bank Exchange		687.06
	Bad Debts		1,415.86
	Employee Comm. 1930 & Prior A/CS		141.63
	Uncollectable Drums		2,413.01
	Drums Recovered		2,071.04(R)
	Spec. Dis. 1930 Accounts		4.00
	TOTAL		38,827.41

NOTE: (R) Means Red Figures

CALGARY DIVISION

SCHEDULE OF SUNDRY REVENUES

December 31st, 1938.

	MONTH	TO DATE
Gasoline Tax Commission		3,916.58
Rental Revenue		6,818.66 S
Tire Contract Bonus		75.70
H.O. Comm. '30 & Prior A/CS		572.31
TOTAL		11,383.25

EMPLOYEES' ACCOUNTS

FORWARD

FORWARD TOTAL

EXHIBIT 547 (a)

SALES IN THE PROVINCE OF ALBERTA

-1936-

White Rose Gasoline	-	18,720	Gallons
Ethyl Gasoline	-	262,326	"
White Rose No Knock Gasoline	-	1,098,196	"
No Brand Gasoline	-	574,189	"
Turner Valley Gasoline	-	111,034	"
Total Gasoline	-	2,064,465	"
Kerosene	-	90,966	"
Distillate & Fuel Oil	-	202,280	"
En-ar-co Motor Oil	-	90,765	"
En-ar-co Penn Motor Oil	-	3,192	"
National Motor Oil	-	27,056	"
Dursol	-	-	"
Lubricating Oil	-	7,508	"
Rust Retarder	-	63	"
Slovap	-	273	"
En-ar-co Anti-Freeze	-	-	"
Glycerole A.F. & Alcohol	-	5	"
Black Beauty Axly Grease	-	20,200	Lbs.
Trans. & Gear Lub.	-	94,284	"
Pressure Gun Grease & Chassis Lub.	-	149,977	"
Miscellaneous Greases	-	25,952	"
Wax & Candles	-	24,012	"
Total Gallons	-	2,486,573	"
Total Pounds	-	314,425	"

CANADIAN OIL COMPANIES, Limited

GALLONAGE WHITE GOODS — TREND BY MONTHS, 1938.

MONTH	GALLONS	PERCENT
January	93,778	4.05
February	75,743	3.27
March	129,918	5.61
April	203,857	8.80
May	260,112	11.23
June	216,647	9.35
July	209,405	9.04
August	223,672	9.66
September	338,483	14.62
October	256,909	11.09
November	170,432	7.36
December	136,979	5.92
	2,315,935	100.00%

PRICES EFFECTIVE JULY 10, 1939

		Cost T.V.	July 25/39 T.W. Prices
Calgary	Green	10.3	16.5
	Ethyl	11.3	
	R. Seal	9.5	13.0 -½
	Kero.	12.3	
	Dist.	8.5	12.- 1
	T.V.	9.5	
Blairmore	Green	12.9	18.8
	Ethyl	13.9	
	R. Seal	12.1	15.5
	Kero.	14.9	
	Dist.	11.1	14.5
Camrose	Green	13.1	19.2
	Ethyl	14.1	
	R. Seal	12.3	15.7
	Kero.	15.1	
	Dist.	11.3	14.7
Didsbury	Green	11.6	17.4
	Ethyl	12.6	
	R. Seal	10.8	13.9
	Kero	13.6	
	Dist.	9.8	12.9 .3
Edmonton	Green	13.1	19.4
	Ethyl	14.1	
	R. Seal	12.3	15.9
	Kero	15.1	
	Dist.	11.3	14.9
	T. V.	12.3	
Lethbridge	Green	12.8	17.7
	Ethyl	13.6	
	R. Seal	11.8	14.7 1½
	Kero.	14.6	
	Dist.	10.8	13.7 1½
Red Deer	Green	12.2	18.1
	Ethyl	13.2	
	R. Seal	11.4	14.6
	Kero.	14.2	
	Dist.	10.4	13.6
Stavely	Green	11.8	17.7
	Ethyl	12.8	
	R. Seal	11.0	14.2
	Kero.	13.8	
	Dist	10.-	13.2 .4
Vegreville	Green	13.4	19.9
	Ethyl	14.4	
	R. Seal	12.6	16.4
	Kero	15.4	
	Dist.	11.6	15.4
Viking	Green	13.5	20.
	Ethyl	14.5	
	R. Seal	12.7	16.5
	Kero	15.5	
	Dist	11.7	15.5
Vulcan	Green	11.7	17.7
	Ethyl	12.7	
	Red Seal	10.9	14.2
	Kero	13.7	
	Dist	9.9	13.2 ½

Selling		
Ethyl Differential		2.50 Over Green
S.L. Kero		2.00 " "
Naphtha		0.00 " "
St Paul	Green	14.5
	Ethyl	15.5

EXHIBIT 549

ALBERTA DIVISION

NEW POSTED TANK WAGON PRICES EFFECTIVE JULY 24th, 1939
SHOWING ALLOWANCES WHERE EFFECTIVE AND NET REDUCTIONS

	3 Star Imperial Gas		Esso		Acto Gasoline			Tractor Distillate		
	Posted T.W. Price	Net Reduct-ion	Posted T. W. Price	Net Reduct-ion	Posted T.W. Price	Allce.	Net Reduct-ion	Posted T. W. Price	Allce.	Net Reduct-ion
Edmonton	19.4	.1	21.9	.1	15.9	-	1.1	14.9	-	1.1
Calgary	16.5	-	19.0	-	13.0	.5	-	12.0	1.0	-
Arrowwood	17.7	.6	20.2	.6	14.2	-	.1	13.2	.4	-
Big Valley	18.6	.5	21.1	.5	15.1	-	.5	14.1	-	.5
Camrose	19.2	.4	21.7	.4	15.7	-	1.4	14.7	-	1.4
Cardston	18.2	-	20.7	-	15.2	1.5	-	14.2	1.5	-
Castor	19.4	.2	21.9	.2	15.9	-	1.2	14.9	-	1.2
Delia	18.4	.5	20.9	.5	14.9	-	.5	13.9	-	.5
Edson	21.0	.3	23.5	.3	17.7		.8	16.7		.8
Leduc	19.2	.4	21.7	.4	15.7		1.4	14.7		1.4
Ponoka	18.5	.6	21.0	.6	15.0	-	1.6	14.0	-	1.6
Red Deer	18.1	.6	20.6	.6	14.6	-	.1	13.6	.4	-
Rimbey	18.8	.5	21.3	.5	15.3	-	.5	14.3	-	.5
Stettler	18.9	.4	21.4	.4	15.4	-	.4	14.4	-	.4
Tabor	18.3	-	20.8	-	15.3	1.5	-	14.3	1.5	-
Vulcan	17.7	.5	20.2	.5	14.2	-	-	13.2	.5	-
Westlock	20.3	-	22.8	-	16.8	-	1.0	15.8	-	1.0

Statement showing the New Posted Tank Wagon prices effective July 24, 1939 for all Distribution Stations in Alberta. (17 stations are extended indicative of the contents of this Exhibit)

Toronto 2, Ontario,
April 14th, 1939.

TO THE SHAREHOLDERS OF
CANADIAN OIL COMPANIES, LIMITED.

On behalf of your Board of Directors, I have pleasure in submitting herewith Balance Sheet, Profit and Loss Account and Surplus Account for the year ending December 31st, 1938, as certified by the Company's Auditors, Messrs. Thorne, Mulholland, Howson and McPherson.

Gallonage sales for the year have shown a satisfactory increase.

Net Operating Profits for the year, before providing for Depreciation and Income Taxes, amount to $891,844.99 as compared with $785,360.91 for 1937, and increase of $106,484.08.

After providing $478,527.78 for Depreciation on Buildings, Plant and Equipment and $71,000.00 for Federal and Provincial Income Taxes, Net Profit for the year amounted to $342,317.21, an increase of $74,331.91 over the preceding year.

After payment of dividends and sundry adjustments, the Surplus Account as at December 31st, 1938, amounted to $955,485.34, an increase of $105,466.71.

Dividends amounting to 62½c. per share were paid on the Common Stock during 1938.

Upon recommendation of the Company's Auditors certain changes were made in the set-up of the Balance Sheet as at December 31st, 1938. Steel drum containers formerly included in the Accounts Receivable and in the Inventories are now included with the Capital Assets. The Reserve heretofore set up against Bad Debts is now deducted from the Accounts Receivable and the net amount shown.

Due mainly to the above changes, Current Assets are reduced as compared with last year's Balance Sheet by $636,527.56. The Capital Assets have been increased $959,654.15 after transferring the steel drum containers together with additions and extensions during the year.

Since its organization in 1908, your Company has been controlled by The National Refining Company of Cleveland, Ohio. Subsequent to the close of the fiscal year just ended, the controlling interest was purchased by Nesbitt, Thomson and Company, Limited and is now owned by Canadians.

It is believed that the change will result in a considerable expansion of the business.

Respectfully submitted,

F. H. LITTLEFIELD,

President.

CANADIAN OIL COMPANIES, LIMITED

Balance Sheet
December 31st, 1938

ASSETS

Current Assets:		
Cash on hand and in banks	$110,568.26	
Accounts and Bills Receivable after provision for doubtful Accounts	621,248.78	
Inventory, Merchandise and Supplies, as as determined and certified by the management and valued on the Company's usual basis which in total does not exceed laid-down cost or fair market value, whichever was the lower	1,637,626.15	$2,369,443.19
Deferred Accounts Receivable, Mortgages and Sundry Investments		96,425.94
Investment in and Advances to Subsidiary Companies		10,754.37
Deferred Charges to Operations		33,853.37
Capital Assets:		
Real Estate, Buildings, Plant and Equipment		9,193,130.31
Goodwill		1.00
		$11,703,608.18

LIABILITIES

Current Liabilities:		
Bank Advances	$300,000.00	
Accounts Payable and Accrued Charges	668,190.10	
Provision for Federal and Provincial Taxes	78,000.00	
Dividend payable January 2nd, 1939	40,000.00	
		$ 1,086,190.10
Deferred Liabilities:		
Mortgages Payable and Deferred Rentals		10,200.00
Reserve for Depreciation on Capital Assets		4,475,520.74
Capital and Surplus:		
Authorized Capital:		
8% Cumulative Preference Stock -- 20,000 shares, par value $100.00 each:		
Common Stock -- 192,000 shares, no par value:		
Issued Capital:		
Preference Stock -- 20,000 shares	$2,000,000.00	
Common Stock -- 143,764 shares	3,176,212.00	
	$5,176,212.00	
Surplus	955,485.34	
		6,131,697.34
		$11,703,608.18

(Certificate of Auditors attached herewith.)

CANADIAN OIL COMPANIES, LIMITED

PROFIT AND LOSS ACCOUNT
(Year Ending December 31st, 1938)

Net Profit for year, before providing for depreciation and Income Taxes.....		$891,844.99
Deduct:		
Depreciation on Buildings, Plant and Equipment....	$478,527.78	
Provision for Federal and Provincial Income Taxes.....	71,000.00	
		549,527.78
Net Profit for year.....		$342,317.21

SURPLUS ACCOUNT

(Year Ending December 31st, 1938)

Surplus, December 31st, 1937.....		$850,018.63
Add:		
Net Profit for year.....	342,317.21	
Sundry Adjustments applicable to prior years.....	13,002.00	
		$1,205,337.84
Deduct:		
Dividends on Preference Stock, 8%.....	160,000.00	
Dividends on Common Stock, 62½c.....	89,852.50	
		249,852.50
Surplus, December 31st, 1938.....		$955,485.34

CALGARY, Alberta

CANADIAN OIL COMPANIES
Limited

RETAIL

Mrs. Thora Mjolsness, Bergen
Balmoral Garage, Calgary
Builders Hardware, Calgary
Chesney Hardware Co., Calgary
Ford Motor Co., Calgary
Foster's Garage, Calgary
General Supplies, Ltd., Calgary
Gier & Grasswick, Calgary
Imperial Motors, Calgary
Maclin Motors, Calgary
Nissen & Poynter, Calgary
T. Pratt, Calgary
R. A. Wyman, Carstairs
E. E. Reagh, Cayley
P. Anderson, Chancellor
E. L. Long, Delia
Steve Danyluk, Drumheller
A. Lindstrom, Hanna
A. V. Shaw, Priddis
J. T. Anderson, Shepard
Nels. White, Strathmore
Hans Bloem, Amisk
Roth & Glatiotis, Camrose
H. H. Griffis & Co., Daysland
S. E. Moore, Forestburg
Richard Kuefler, Galahad
C. Maygard, Gwynne
E. F. Bone, Hardisty
A. C. Hengel, Heisler
Killam Dist. Co-op., Killam
John Kortgaard, Killam
Oliver Thompson, Kingman
H. S. Bunnin, Lougheed
E. L. Hartman, Ohaton
W. C. Swift, Tofield
J. V. N. Miller, Blackfalds
Fred Isaacson, Eckville
Gadsby Hardware, Gadsby
Perry W. Pratt, Lacombe
Checker Service Stn, Red Deer
W. T. Braithwaite, Rimbey
Mrs. F. Sparks, Stauffer
Johnson Bros., Harmattan
P. N. Zubach, Coalhurst
M. L. Freed, Etzikom
Imperial Motors, Lethbridge
Carl Wek, Nemiscam
S. H. Chudleigh, Picture Butte
Bellevue Motors, Bellevue
J. P. Keiran, Coleman
Hillcrest Garage, Hillcrest
David Welsh, Hillcrest
H. A. Cook, Nanton
Stavely Supplies, Stavely
A. J. Maisey, Kirkcaldy
C. H. Hoskyn, Vulcan
Vulcan Garage & Machine Shop
Frank Hoffman, Calmar
T. J. Smith, Cherhill
Bailey Ser. Stn., Edmonton
Belmont Ser. Stn., Edmonton
E. F. Breach, Edmonton
Chas. Brennagh, Edmonton
Bertha J. Dudley. Edmonton
Kirk's Garage, Edmonton
Love's Ser. Stn. Edmonton
L. M. Heise, Edmonton
R. A. Klinger, Glenevis
A. M. Tuttle, Gennessee
W. B. McGregor, Gunn
L. & H. Wetter, Kavanaugh
E. L. Logan, Rochester
John Olinyk, Thorhild
I. E. Collette, Wetaskiwin
Chamulke & Logan, Holden
C. H. Ball, Drayton Valley
Miles Feero, Drayton Valley
Walter Williamson, Wildwood
Mrs. M. E. McMenomy, N.C. Lake

WHOLESALE(Barrell)

L. S. Ullman, Bowden
H. G. Kary, Carbon
James Gibson, Carseland
C. Hansen, Chancellor
L. P. Iewis, Cheadle
N. McRae, Craigmyle
Harold Grant, DeWinton
Thos. Wilson & Son, Gleichen
Wing Wong, Haynes
E. E. Saarela, Hespero
M. D. Montgomery, Innisfail
Paul Ekstrom, Keoma
K. O. Wilkinson, Sylvan Lake
B. B. Gaetz, Torrington
Carlson & Ernest, Wimborne
Max Harmider, Daysland
Elvin Lee & Sons, Gwynne
C. L. Anderson, Kelsey
C. E. Morfitt, Sr., Strome
A. E. Willson, Chigwell
W. E. Whaley, Condor
John Saari, Eckville
Chas. S. Cook, Allingham
C. S. Long, Olds
R. E. Hodges, Barons
G. R. Young, Hillspring
P. A. Grangerg, Legend
J. P. Keiran, McLeod
L. C. Hartman, Raley
C. L. Secretan, Whiskey Gap
Spargo Bros., Alcomdale
H. Gobiel, Beaumont
E. C. Strauss. Bruderheim
R. Prefontaine, Legal
J. Houle, Morinville
John Schnellback, Onoway
W. Craswell, Perryvale
Ellefson Bros., Radway
M. D. Tkachuk, Red Water
John Porayko, Royal Park
A. E. Michael, Stony Plain
Bennie Arntson, Westlock
N. Side Ser. Stn., Vegreville
W. A. Welby, Bruce
E. W. Peterson, Irma
A. H. Behrens, Ryley
James Robinson, Wainwright

COMPANY AGENTS

A. W. Robbins, Blairmore
C. E. Morfitt, Jr., Camrose
E. Casser, Didsbury
W. Hoople, Entwistle
P. Crawford, Red Deer
R. Werner, Stavely
G. Makowijczuk, Vegreville
H. E. Atkinson, Viking
C. H. Hoskyn, Vulcan

COMPANY SERVICE STATIONS

	No. of Pumps
Dulmadge Bros., Calgary	2
Breach S. S., Edmonton	3
Brennagh's S. S. Edmonton	3
Mc Kinnon's., S. S. Edmonon	3

CANADIAN OIL COMPANIES, LIMITED

CALGARY, Alberta.

DECEMBER 31st, 1938.

Leased From	Rental Basis
O. Keirle, Acme	35.00
Town of Cayley	10.00
J.C.Ritchie, Calgary	50.00
A. Dupre, Hardisty,	40.00
A.E. Fee, Killam,	35.00
W.E. Doble, Strome	30.00
Jas. Layden, Wimborne	40.00
Town of Didsbury,	10.00
W.E. McDermitt, Coalhurst	20.00
Sam Moores, Coleman	60.00
Thos. Seaman, Foremost	21.00
C.E. Tweed, Macleod,	15.00
W.H. Bailey, Edmonton	35.00
J. Dudley, Edmonton	25.00
J. F. Meakins, Edmonton	50.00 ⁄2¢ a gal.
Oscar Arntson Est., Holden	35.00
J.L. Dutton, Kavanagh	25.00
E. Merner, Wetaskiwin	40.00
Town of Vegreville,	20.00
Town of Viking,	10.00

Leased To	Rental Basis
F. Raessler, Acom	35.00
E.E. Reagh, Cayley	10.00
Dulmage Bros.,Calgary	20.00
E.F.Bone, Hardisty,	40.00
J. Kortgaard, Killam	2¼¢ on T.V. Ehito 2½¢ on Other Gas.
C.E.Morfitt, Sr., Strome	30.00
Wimborne Motors, Wimborne	40.00
Rosebul Garage, Didsbury	10.00
P.N.Subach, Coalhurst	1¢ per gal.
C.L.Murphy, Coleman	2¢ per gal.
N.M. Granberg, Foremost	1¢ on gas. thru Pmps.
J.P. Keiran, Macleod,	15.00
Bailey's Ser.Stn., Edmonton	25.00
Dudley's Ser.Stn.,Edmonton	25.00
Love's Ser.Stn.,Edmonton	50.00⁄ 1¢ Gal.
Joe Chamulko, Holden	35.00
H. & L. Wetter, Kavanagh	25.00
I.E. Collette, Wetaskiwin	25.00
Alberta Garage, Vegreville	20.00
K.E. Atkinson, Viking	10.00

Company Owned Service Stations

Leased to	Rental Basis
McKinnon Brothers, Lethbridge	45.00
C.M.Brennagh, Edmonton,	35.00
E.F.Breach, Edmonton	25.00

EXHIBIT 553-1

This agreement made in Toronto, Canada, this 17th day of December, 1937, by and between Union Oil Company of Canada, Limited, a corporation (hereinafter called "Union") and Imperial Oil Limited, a corporation (hereinafter called "Imperial"):

WITNESSETH:

Whereas Imperial desires to buy and Union desires to sell crude oil and natural gasoline for use at Imperial's refinery at Ioco, B.C.:

NOW, THEREFORE, Union hereby agrees to sell and deliver in bond at Ioco, B.C. and Imperial agrees to purchase and accept during the period and upon the terms hereinafter set forth, crude oil and natural gasoline for use at Imperial's refinery at Ioco, B.C., as follows:

1

QUANTITY AND QUALITY

(1) LIGHT CRUDE:

Ninety three hundred barrels per day (10% more or less) of 24.0-24.9° gravity crude oil complying with the specifications in Schedule "A" attached, delivery to be made in approximately even monthly quantities.

The crude oil delivered hereunder shall be Los Angeles Basin crude oil except that Union agrees to furnish such quantities of 24.0-24.9° gravity San Joaquin Valley crude oil as Imperial may require to meet its demand for low pour point fuel oil. Union shall have the option to substitute any additional quantity of said San Joaquin Valley crude oil for Los Angeles Basin crude oil should it so desire.

In the event that Union is unable to deliver crude oil within the 24.0-24.9° gravity range to the extent mentioned, Imperial agrees to accept either Los Angeles Basin or San Joaquin Valley crude oil of between 23.0 and 25.9° gravity.

EXHIBIT 553-2

(2) HEAVY CRUDE:

Fifteen hundred barrels per day (10% more or less) of 15.0-17.9° gravity San Joaquin Valley crude oil complying with the specifications in Schedule "A" attached, delivery to be made in approximately even monthly quantities.

(3) NATURAL GASOLINE:

Six hundred barrels per day (10% more or less) of natural gasoline complying with the specifications in Schedule "A" attached, delivery to be made in cargo lots of approximately fifty thousand barrels as required by Imperial.

(4) OPTION TO INCREASE QUANTITY OF CRUDE OIL:

Imperial shall have the option to purchase additional light crude instead of an equal quantity of heavy crude, and may also at its option increase its purchases of heavy crude oil above the 1,500 barrels per day specified up to 3,000 barrels per day, by giving Union at least thirty days notice in writing of its desire to do so.

All additional crude oil taken under this option shall be purchased upon the terms applying to purchases under paragraphs (1) and (2).

Imperial agrees to advise Union of its approximate requirements of crude oil and natural gasoline as follows:

On December	1	- Requirements	for	first	quarter	of	next	calendar year
on March	1	- "	"	second	"	"	current	year
On June	1	- "	"	third	"	"	"	"
On September	1	- "	"	fourth	"	"	"	"

11

PRICES

Each delivery of crude oil and natural gasoline hereunder shall be invoiced by Union to Imperial on the following basis:

EXHIBIT 553-3

Los Angeles Basin Crude Oil or other Crude Oil substituted therefor-

The average of Standard Oil Company of California's posted prices per barrel for crude oil of similar gravity in the Signal Hill and Huntington Beach fields in effect at the time that delivery to the ship is completed. To this price shall be added ten cents (10¢) per barrel to cover pipage and delivery to the ship and seventeen and one-half cents (17-1/2¢) per barrel to cover boat transportation from loading point to Ioco. This boat transportation rate may be changed from time to time to reflect, as nearly as practicable, rates for charters currently prevailing. (The present well price for these crudes being as follows: Signal Hill 24.0-24.9° gravity $.99 per barrel and Huntington Beach 24.0-24.9° gravity $1.00 per barrel).

San Joaquin Valley Crude Oil, 15.0-17.9° gravity-

Standard Oil Company of California's posted price for crude oil of similar gravity in the Midway-Sunset, McKittrick and Kern River fields in effect at the time that delivery to the ship is completed. To this price shall be added fifteen cents (15¢) per barrel to cover pipage and delivery to the ship and seventeen and one-half cents (17-1/2¢) per barrel to cover boat transportation from loading point to Ioco. This boat transportation rate may be changed from time to time to reflect, as nearly as practicable, rates for charters currently prevailing. (The present well price in each of these fields for 15.0-17.9° gravity being $.70 per barrel).

If the same price is not posted for said crude oil in each of the above last named fields, then the average of the prices posted shall be used provided, however, that in determining said average price there shall not be taken into account any lower price posted in any of said fields or part thereof on account of producers in that area failing to comply with the curtailment regulations then observed by other producers.

EXHIBIT 553-4

Natural Gasoline-

Standard Gasoline Company's posted price for natural gasoline of 21.0-21.9 vapor pressure in the Kettleman Hills field at the time of completion of delivery to the ship. To this price shall be added two hundred and seventy five thousandths of one cent(0.275¢) per gallon to cover pipage and delivery to ship and twenty cents (20¢) per barrel to cover boat transportation from loading point to Ioco.

III

TRANSPORTATION

It is understood that Union will charter from Imperial Oil Shipping Company, Limited, its steamship "Albertolite",or such other vessel or vessels as may be designated by Imperial to transport 7,000 barrels per day (10% more or less) of the total crude oil sold hereunder, and that the rates to be paid for such charter hire shall be the same as the rates then to be paid by Imperial for steamship transportation of crude oil under paragraph 11 hereof.

IV

VANCOUVER HARBOR TOLLS AND EXCISE TAXES

The Vancouver harbor tolls and excise taxes on the crude oil and natural gasoline sold to Imperial shall be paid by Imperial, or, if paid by Union, Imperial shall reimburseUnion therefor.

V

INSPECTION

The quantity and quality of each delivery of crude oil hereunder shall be determined from gauges and samples taken in the shore tanks at the point where delivery is made to vessel.

EXHIBIT 553-5

The percentage of water and B.S. in the crude oil shall be determined by the centrifuge test ASTM D96-30, except that gasoline and carbon bisulphide shall be used as the solvent instead of benzol, and deduction shall be made for all water and B.S. shown by said test.

The quantity of each delivery of natural gasoline shall be determined from gauges taken in the tanks at Imperial's Ioco Refinery into which the gasoline is delivered, and the quality shall be determined from samples taken in the shore tanks at the time of loading the vessel.

All determinations shall be made jointly by representatives of Union and Imperial or by such other inspectors as may be mutually agreeable.

VI

TEMPERATURE CORRECTION

The measured volume of all deliveries of crude oil and natural gasoline to Imperial shall be corrected to 60°F. using the Standard Abridged Volume Correction Table for Petroleum Oils, ASTM D206-36 or the latest revision thereof.

VII

DISPATCH AND DEMURRAGE

Regulations for dispatch and demurrage under this agreement shall be in accordance with the dispatch and demurrage schedule of all steamers owned and/or operated by Imperial Oil Shipping Company Limited.

VIII

PAYMENTS

All payments due Union from Imperial hereunder shall be made by Imperial in United States currency to Chase National Bank of New York for

account of Union (or such other bank as may be designated by Union) immediately upon receipt of statement to be rendered as of the fifteenth and last day of each month covering deliveries and charges for the half month immediately preceding.

IX

MEASUREMENTS

Whenever "gallon" and "barrel" are referred to herein, it is understood that they mean, respectively:

Wine gallon of 231 cubic inches
Barrel of 42 Wine gallons

X

FORCE MAJEURE

Any failure of either party to perform any of its obligations hereunder shall be excused if and to the extent that such failure is attributable to acts of God, perils of the sea, unavoidable accidents, strikes, interference by public authority, wars, acts of enemies, or any other cause or condition beyond the reasonable control of the party so failing to perform, and which by the exercise of due diligence such party is not able to overcome, whether or not similar to the causes above enumerated. No liability for damage or demurrage shall arise against either party on account of any failure or delay of deliveries hereunder due to any such causes or conditions, but in such case the operation of this agreement, so far as necessary, shall be suspended without liability for damages, and the cause of such interruption shall be remedied if possible with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption, but not beyond the period hereof. Either party whose obligations may be affected by

any of such causes shall promptly notify the other party in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause relied upon.

XI

PERIOD OF CONTRACT

This contract shall be effective from January 1, 1938, to December 31, 1938, both dates inclusive, and continue thereafter from year to year until cancelled. Notice of its desire to cancel or modify effective on January 1 of any year may be given by either party to the other not later than September 1 of the preceding year.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in duplicate by their proper officers who are thereunto duly authorized.

UNION OIL COMPANY OF CANADA, LIMITED

By_____
Executive Vice-President

By_____
Secretary

IMPERIAL OIL LIMITED

By_____
Vice-President

By_____
Assistant Secretary

EXHIBIT 553-8

SCHEDULE "A"

SPECIFICATIONS OF CRUDE OIL AND NATURAL GASOLINE TO BE FURNISHED BY UNION TO IMPERIAL

LOS ANGELES BASIN REFINING CRUDE OIL OR SAN JOAQUIN VALLEY REFINING CRUDE OIL

Gravity	24.0-24.9° A.P.I.
Sulphur	Maximum 1.5%
Water and B.S.	Maximum 3.0%
Gasoline Content	Shall yield a minimum of 18% of gasoline which, when mixed in proportions of 75% with 25% of the natural gasoline furnished by Union, will give a motor gasoline complying with the following specifications:

Distillation:	
Initial Boiling Point	Maximum 115°F.
30% Point	Maximum 221°F.
50% Point	Maximum 284°F.
90% Point	Maximum 374°F.
Final Boiling Point	Maximum 415°F.
Sulphur	Maximum 0.10%

The content of gasoline is to be determined by a Hempel column fractionation of the crude oil, preferably by Union Method No. 2 for crude oil.

SAN JOAQUIN VALLEY HEAVY CRUDE OIL

Gravity	15.0-17.9° A.P.I.
Sulphur	Maximum 1.5%
Water and B.S.	Maximum 3.0%

NATURAL GASOLINE

Gravity	Minimum 81.0° A.P.I.
Distillation:	
Final Boiling Point	Maximum 330°F.
Recovery	Minimum 96%(Natural Gasoline Method)
Sulphur	Maximum 0.10%
Color	Minimum 25 Saybolt
Corrosion	Negative
Reid Vapor Pressure at 100°F.	Maximum 22#

The crude oils above designated are to be in their natural state in accordance with definition outlined in Canadian Customs Regulations.

This agreement made in Toronto, Canada, this 17th day of December, 1937, between Imperial Oil Limited, a corporation (hereinafter called "Imperial") and Union Oil Company of Canada, Limited, a corporation (hereinafter called "Union").

WITNESSETH:

During the period and upon the terms hereinafter set forth, Imperial agrees to sell to Union and Union agrees to purchase from Imperial, such quantities of petroleum products hereinafter specified as Union may require (in excess of Union's receipts from other sources of asphalt, fuel oil, lubricating oils and greases and specialty products) for sale in the Dominion of Canada; said petroleum products to consist essentially of gasoline, stove, diesel and fuel oils, solvents, engine distillate, kerosene, asphalt, lubricating oils, greases and specialty products.

1

QUANTITY AND QUALITY

Union's requirements of the following products to be purchased from Imperial during the year 1938 are estimated as follows:

Gasoline	240,000	barrels
Solvent Naphtha	5,000	"
Stoddard Solvent	5,000	"
Engine Distillate	1,000	"
Stove Oil & Diesel Gas Oil	113,000	"
Fuel Oil	1,104,000	"

Said products shall comply with the respective specifications shown in Schedule "A" attached.

Imperial agrees that if Union's requirements of any of the above products exceed the above estimates, then Imperial will, upon request, sell and deliver to Union under this contract any additional quantities of such products that Imperial may have available for sale.

Union agrees to advise Imperial of its estimated requirements, as follows:

On November 1 - Requirements for next calendar year
On December 1 - " " first quarter of next calendar year
On March 1 - " " second " " current year
On June 1 - " " third " " " "
On September 1 - " " fourth " " " "

Arrangements for current deliveries of finished products from Imperial's Ioco, B.C. refinery will be made between Union's Superintendent at Port Moody, B.C. and Imperial's Superintendent at Ioco.

11

PRICES

The price to apply to each delivery of products hereunder shall be the following base price plus or minus the appropriate differentials corresponding to the conditions in effect at the time and place of delivery as hereinafter set forth in detail.

(1) Base Price.

(a) Motor Gasoline ..... 8.36¢ per gallon
Engine distillate ..... 7.36¢ " "
Stove oil and diesel gas oil ..... 1.43¢ " barrel
Fuel oil ..... 1.05¢ " "

The above prices are in bulk f.o.b. the Ioco Refinery of Imperial Oil Limited and are based on the proportions of 72.33% light crude and 27.67% heavy crude at the present posted prices of these crudes plus a boat rate of seventeen and on-half cents (17-1/2¢) per barrel to cover transportation from San Pedro or Port San Luis to Ioco Refinery and on natural gasoline, at the present price, being blended with gasoline from crude in the proportion of 25% natural gasoline and 75% gasoline from crude. The present prices of these crudes and natural gasoline are as follows:

Light California Crude
24/24.9 gravity f.o.b. Wells ..... .9950 per barrel
Pipage ..... .0750
F.o.b. ships .....1.0700 " "

Heavy San Joaquin Valley
Crude oil f.o.b. Wells ..... .700 per barrel
Pipage ..... .125
F.o.b. Ships ..... .825 " "

Natural Gasoline f.o.b. ships ..... 6.275¢ per gallon

The above prices for gasoline and engine distillate shall be increased or decreased as follows:

(b) For every increase or decrease in the price of light crude the price of gasoline and engine distillate shall be increased or decreased one decimal nought three two one cents (1.0321¢) per wine gallon for each increase or decrease of ten cents (10¢) per barrel in the price of such crude and pro rata for any change of less than ten cents (10¢) per barrel.

(c) For every increase or decrease in the price of heavy crude the price of gasoline and engine distillate shall be increased or decreased decimal three nine four eight cents (.3948¢) per wine gallon for each increase or decrease of ten cents (10¢) per barrel in the price of such crude and pro rata for any change of less than ten cents (10¢) per barrel.

(d) Should the actual deliveries of products hereunder differ from the estimated quantities shown in Article 1 to such an extent as to necessitate a change in the proportions of light and heavy crude shown in paragraph (1-a) of this Article 11, then the prices for gasoline and engine distillate shown in paragraphs(1-a) and the differentials shown in paragraphs (1-b) and (1-c) of this Article 11, shall be adjusted to conform to such change in the proportions of light and heavy crude.

(e) For every increase or decrease in the boat rate the price of gasoline and engine distillate shall be increased or decreased at a rate of decimal one three eight nought eight cents (.13808¢) per wine gallon for each one cent (1¢) per barrel increase or decrease in such boat rate.

(f) For every increase or decrease in the price of natural gasoline the price of gasoline and engine distillate shall be increased or decreased decimal two five nought nought cents (.2500¢) per wine gallon for each increase or decrease of one cent (1¢) per wine gallon in the price of natural gasoline and pro rata for any change of less than one cent (1¢).

(g) The prices set forth above and all computations whereby the same are to be varied are in United States currency it being understood that for billing purposes the prices so fixed or computed will be converted into Canadian currency at the average rate of exchange for the month in which the products covered by such bill are shipped and that payment shall be made accordingly in Canadian currency.

(h) It is also understood that any new taxes or duties or any increase in the present taxes or duties which Imperial is required to pay on the importation of crude oil and / or natural gasoline and / or upon or in respect of the manufacture, sale or delivery of products to Union shall be absorbed by Union.

(2) Special Gasoline and Solvents:

The price to apply to each delivery of the following products shall be the then current price for motor gasoline (determined as set forth in paragraph (1) above) plus the following differentials:

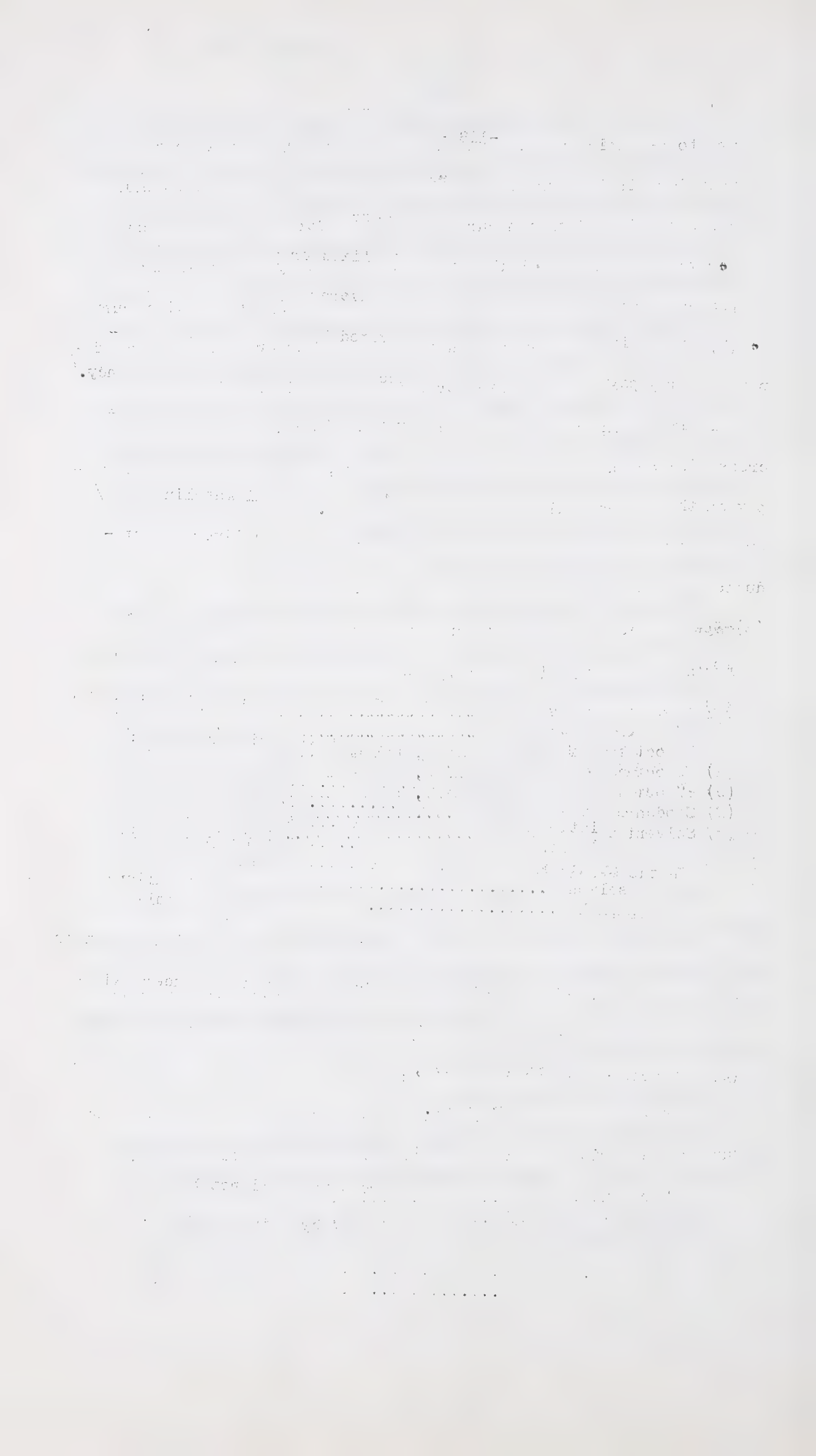
(a) Ethyl motor gasoline ..... 1 cent per gallon
(b) 69/70 octane gasoline ..... 1/4 " " "
(c) 74 octane aviation gasoline, unleaded ... 3 cents per gallon
(d) 80 octane aviation gasoline, leaded ..... 4 cents per gallon
(e) 87 octane aviation gasoline, leaded ..... 5 cents per gallon
(f) Stoddard solvent ..... 2 cents per gallon
(g) Solvent naphtha ..... 2 cents per gallon

In the event of a change in the price of tetraethyl lead or in the quantity of lead required or in the octane requirements under existing specifications it is understood that the differentials given in items (a), (b), (d) and (e) above, will be correspondingly increased or decreased by mutual agreement.

(3) Products sold at fixed prices:

The prices for the following products shall not be changed during the period of this agreement except by mutual consent:

Kerosene ..... 9.05 cents per gallon
Special Stove oil ..... 5.00 cents per gallon



(4) Transportation:

To all of the above prices there shall be added a differential to cover transportation and handling as follows:

(a) Products moved by boat between Ioco and points in Vancouver Harbor ..... 3 cents per barrel

(b) Products loaded at Ioco in tank cars ..... 2 dents per barrel

(c) Fuel oil moved in minimum cargoes of 20,000 barrels from Ioco to Esquimalt ..... 3 cents per barrel
Union to pay Vancouver and Esquimalt harbor taxes)

(d) Products delivered at Ioco in iron barrels furnished by Union ..... 1 cent per gallon

Imperial agrees to move and deliver products at Union's request in the manner indicated above with the understanding that the loading of fuel oil in tank cars at Ioco will be distributed in fairly even weekly quantities and that the movement of fuel oil by boat to Esquimalt shall not exceed approximately 10,000 barrels per month.

III

ALBERTA REQUIREMENTS

Union shall have the option to purchase all or any part of its requirements of gasoline and other products for sale in Alberta from Imperial's facilities therein at prices to be mutually agreed upon from time to time, in which case the estimated quantities in Clause (1) shall be adjusted.

IV

TEMPERATURE CORRECTION

The measured volume of all products sold by Imperial to Union shall be corrected to 60 degrees F., using the Standard Abridged Volume Correction Table for Petroleum Oils A.S.T.M. D206-36, or the latest revision thereof.

V

DISPATCH AND DEMURRAGE

Regulations for dispatch and demurrage under this agreement shall be in accordance with the dispatch and demurrage schedule of all steamers owned and /or operated by Imperial Oil Shipping Company, Limited.

VI

MEASUREMENTS

Wherever "gallon" or "barrel" are referred to herein, it is understood that they mean, respectively:

Wine gallon of 231 cubic inches

VII

SALES AND EXCISE TAXES, HARBOR TAX OR OTHER TAXES

The sales tax, Vancouver harbor tax, excise tax or any other taxes on products sold by Imperial to Union shall be paid by Union or if paid by Imperial, Union shall reimburse Imperial therefor.

VIII

PAYMENTS

Payment for all products purchased by Union from Imperial hereunder and all charges in connection therewith shall be made in Canadian currency to Imperial's office in Sarnia, Ontario (or in such other manner as may be designated by Imperial), immediately upon receipt of statement to be rendered as of the fifteenth and last day of each month covering deliveries for the half month immediately preceding.

IX

FORCE MAJEURE

Any failure of either party to perform any of its obligations hereunder shall be excused if and to the extent that such failure is attributable to acts of God, perils of the sea, unavoidable accidents, strikes, interference by public authority, wars, acts of enemies, or any other cause or condition beyond the reasonable control of the party so failing to perform, and which by the exercise of due diligence such party is not able to overcome, whether or not similar to the causes above enumerated. No liability for damage or demurrage shall arise against either party on account of any failure or delay of deliveries hereunder due to any such causes or conditions, but in such case the operation of this agreement, so far as necessary, shall be suspended without liability for damages, and the cause of such interr uption shall be remedied if possible with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption but not beyond the period hereof. Neither party whose obligations may be affected by any of such causes shall promptly notify the other party in writing, giving full particulars of such force majeure as soon as possible after the occurrence of the cause relied upon.

This agreement shall be effective from January 1, 1938 to December 31, 1938, both dates inclusive, and continue thereafter from year to year until cancelled. Notice of its desire to cancel or modify effective on January 1st of any year may be given by either party to the other not later than September 1st of the preceding year.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in duplicate by their proper officers who are thereunto duly authorized.

UNION OIL COMPANY OF CANADA, LIMITED

By

Vice President

By

Secretary

IMPERIAL OIL LIMITED

By

Vice President

By

Assistant Secretary

SCHEDULE "A"

SPECIFICATIONS OF PRODUCTS TO BE DELIVERED BY IMPERIAL TO UNION

MOTOR GASOLINE

Distillation:

Initial boiling point	Maximum 115 degrees F.
30% point	maximum 221 degrees F.
50% point	maximum 284 degrees F.
90% point	maximum 374 degrees F.
Final boiling point	maximum 415 degrees F.

Sulphur	Maximum	0.10%
Color	Minimum	25 Saybolt
Corrosion at 122 degrees F.		Negative

The motor gasoline, leaded motor gasoline (known as "Q" gasoline) and Ethyl gasoline furnished by Imperial to Union for marketing hereunder shall be of quality equal to the corresponding products then marketed by Imperial in the same territory.

The aviation gasoline of each grade furnished Union by Imperial for marketing hereunder shall be equal in quality to the corresponding product then being marketed by Imperial in the same territory.

KEROSENE AND SPECIAL STOVE OIL

The quality of Kerosene and Special Stove Oil is to be of a quality similar to that marketed by Imperial.

SCHEDULE "A"

SPECIFICATIONS OF PRODUCTS TO BE DELIVERED BY IMPERIAL TO UNION

SOLVENT NAPHTHA

Distillation:	Minimum	Maximum
Initial boiling point	95 degrees F	110 degrees F.
Maximum boiling point	-	300 degrees F.
Recovery at 140 degrees F	5%	17%
Recovery at 203 degrees F	50%	-
Recovery at 212 degrees F.	68%	83%
Recovery at 257 degrees F.	90%	-
Total recovery	95%	-
Sulphur	-	0.10%
Sulphur, corrosion at 122 degrees F	Negative	
Color	26 Saybolt	

STODDARD SOLVENT

Distillation:	Minimum	Maximum
Initial boiling point	310 degrees F.	330 degrees F.
Maximum boiling point		410 degrees F.
Sulphur	-	0.10%
Sulphur, corrosion at 212 degrees F.	(*) Negative	
Color	25 Saybolt	
Flash point, Tagliabue closed cup	105 degrees F	-
Gum per 100 ml	-	3.0 mg
Odor	Sweet	

(*) Not more than extremely slight discoloration.

ENGINE DISTILLATES

The Engine Distillate furnished Union by Imperial shall be equal in quality to the corresponding product then being marketed by Imperial in the same territory.

STOVE OIL OR BURNER DISTILLATE

Gravity at 60 degrees F.	36 degrees - 39 degrees API
Flash point, Tagliabue closed cup	130 " - 165 " F
Color	Not darker than 3 NPA
Distillation:	
10% point	Not higher than 420 degrees F.
50% point	Not higher than 480 degrees F.
90% point	Not higher than 560 degrees F.
Maximum boiling point	Not higher than 600 degrees F.

SCHEDULE "A"

SPECIFICATIONS OF PRODUCTS TO BE DELIVERED BY IMPERIAL TO UNION

DIESEL GAS OIL

	Minimum	Maximum
Gravity at 60 degrees F	30 degrees API	-
Flash point, Pensky-Martens closed cup	150 degrees F.	-
Water by distillation	-	0.10%
Pour point	-	0 degrees F.
Conradson Carbon Residue	-	0.10%
Sulphur	-	0.75%
Ash	-	0.02%
Color	-	7 NPA
Viscosity, Saybolt Universal at 100 degrees F.	37 seconds	48 seconds

BUNKER FUEL OIL

Gravity at 60 degrees F.	15 degrees API Minimum
Flash, Pensky-Martens closed cup	150 degrees Minimum
Viscosity, Saybolt Furol at 122 degrees F	125 seconds Maximum
Upper pour point	45 degrees F. Maximum
Water and sediment by centrifuge	2% Maximum

Imperial will also supply Union certain low viscosity, low pour point fuel oils for domestic trade, which fuel oils shall be similar in quality to the corresponding products then being furnished by Imperial to their own trade.

There shall be deducted all water and non-petroleum products in fuel oil in excess of 1%.

Unless otherwise specified all tests shall be made in accordance with the methods prescribed in the United States Government "Federal Specification VV-L-791a" issued October 2, 1934.

EXHIBIT 555-1

UNION OIL COMPANY OF CANADA, LTD.

SALES AND COST OF SALES OF REFINED OIL PRODUCTS

PROVINCE OF ALBERTA.

	1938		1937	
	Sales	Cost of Sales	Sales	Cost of Sales
Gasoline	$393,858.29	$302,643.94	$417,336.69	$310,355.25
Cleaning Solvent	804.53	609.42	1,217.83	981.62
Kerosene	18,281.41	16,210.34	22,355.23	19,928.88
Stove Oil	996.60	644.49	1,056.00	574.72
Lubricating Oils	77,510.36	57,772.82	72,231.53	59,939.48
Greases	12,047.64	12,622.58	10,276.38	11,199.16
Diesel	288.87	109.11	341.84	294.64
Industrial and other specialty products	4,462.33	4,484.42	4,459.82	3,963.08
Total	$508,250.03	$395,097.12	$529,275.32	$407,236.83

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EXHIBIT 555-2

UNION OIL COMPANY OF CANADA, LTD.

WHOLESALE AND RETAIL OUTLETS - PROVINCE OF ALBERTA

	Investment as of June 30, 1938									Sales-Year 1938 (Imperial Gallons)	
	Real Estate										
	Land	Improvements	*Buildings	*Storage Equipment	Automobiles	*Other Equipment & Facilities	Total Investment	Reserve for Depreciation	Net Investment	Gasoline	Lubricating Oil
BULK STATIONS											
Operated by Company:											
Banff	-	$342.98	$1,314.91	$4,610.64		$303.37	$6,871.90	$3,231.88	$3,640.02	81,357	2,095
Calgary	35,372.76	2,927.84	13,291.55	15,281.39		1,224.60	38,098.14	15,178.13	22,920.01	1,002,764	50,091
Edmonton	3,700.64	3,963.26	18,076.04	17,602.20		2,082.17	45,424.31	20,443.76	24,980.55	939,535	47,903
Operated by Commission Agents:											
Grand Prairie	-	1,114.42	3,818.65	6,962.32		185.83	12,075.22	7,915.05	4,159.17	281,672	10,017
Wembley	-	248.54	1,070.51	2,380.91		88.51	3,788.27	2,650.73	1,138.55	5,198	513
	9,073.40	8,596.04	37,575.66	46,837.46		4,184.48	106,257.84	49,119.54	57,138.30	2,310,528	110,924
ØSERVICE STATIONS											
Operated by Company:											
**Edmonton - 96th St. and Jasper Ave.	10,771.44	1,000.00					11,771.44	187.50	11,583.94	-	-
Operated by lessees:											
Calgary - 1st St. and 7th Ave.	10,474.19	12,127.63					22,601.82	6,222.85	16,378.97	53,805	1,703
" 4th " " 20th "	3,447.10	10,261.59					13,708.69	5,490.48	8,218.21	26,769	3[illegible]
# " 6th " " 4th "	"	30.00					30.00	-	30.00	38,764	990
Edmonton-109th"a "100th "	5,592.31	20,983.01					26,575.32	11,881.85	14,693.47	101,633	3,[illegible]76
" 118th" " St. Albert Rd.	435.52	3,649.04					4,084.56	2,794.42	1,290.14	27,620	439
" 115th" " Jasper Ave.	6,617.87	18,218.90					24,836.77	9,414.21	15,422.56	29,223	538
" 109th" " 85th "	2,452.94	10,022.36					12,475.30	5,[illegible]11.27	7,064.03	40,653	857
# Olds Calgary-Edmonton Highway	-	100.00					100.00	6.90	93.10	16,600	105
	39,791.37	76,392.53					116,183.90	41,[illegible]09.18	74,774.42	335,067	8,345
AUTOMOBILES											
					$42,779.95		42,779.95	37,226.35	5,553.60		
Total	$48,864.77	$84,989.37	$37,575.66	$46,837.46	$42,779.95	$4,184.48	$235,221.09	$127,[illegible]35.37	$137,[illegible]2.32		

NOTES: Ø Sales at service stations are also included in the deliveries from the respective bulk stations shown above.
* Investment in service station buildings, storage facilities and other equipment, is included with real estate improvements, a segregation thereof not being available.
** Service station site on which a cottage has been erected. There are no service station facilities on this location.
Investment consists principally of gasoline dispensing equipment.

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EXHIBIT 555-3

UNION OIL COMPANY OF CANADA, LTD.

SERVICE STATION EXPENSE - YEAR 1937

PROVINCE OF ALBERTA

SERVICE STATIONS	∅Operating Expense	Maintenance Expense	Rent Paid	Rent Received	Net Expense
Operated by Company:					
* Edmonton - 96th Street and Jasper Ave.		$159.94		$840.00(R)	$680.06(R)
Operated by lessees:					
Calgary - 1st St. and 7th Ave.	$298.76	304.14		436.54(R)	166.36
" 4th " " 20th "	203.63	182.75		257.90(R)	128.48
# " 6th " " 4th "	3.72		$1,320.00	900.00(R)	423.72
Edmonton 109th " "100th "	8.49	496.25		1,347.96(R)	843.22(R)
" 118th " "St. Albert Rd.	49.42	98.96		180.00(R)	31.62(R)
" 115th " "JasperAve.	86.46	691.33		660.00(R)	117.79
" 109th " 85th "	10.10	196.83		360.00(R)	153.07(R)
# Olds Calgary-Edmonton Highway			250.00	350.00(R)	100.00(R)
Total	$660.58	$2,130.20	$1,570.00	$5,332.40(R)	$971.62(R)

NOTES. * Service station site on which a cottage has been erected. There are no service station facilities on this location.

The Company's investment at these stations consists principally of gasoline dispensing equipment.

∅ Represents expenses incurred during a short period in the forepart of the year when the service stations were operated by the Company.

(R) Means red figures.



EXHIBIT 555-4

UNION OIL COMPANY OF CNADA, LTD.

CAPITAL EMPLOYED - PROVINCE OF ALBERTA

JUNE 30, 1938

	Gross Investment	Reserve for Depreciation	Net
Property investment:			
Bulk Stations	$106,257.84	$49,119.54	$57,138.30
Serve Stations	116,183.90	41,409.48	74,774.42
Automobiles	42,779.95	37,226.35	5,553.60
Total	$265,221.69	$127,755.37	$137,466.32
Cash on hand and in banks			725.00
Accounts receivable			59,490.06
Inventories:			
Refined Oil Products			48,411.94
Materials and supplies			2,374.58
Total			248,467.90
Less: Accounts payable			46,261.39
Net capital employed			$202,206.51

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EXHIBIT 555-5

UNION OIL COMPANY OF CANADA, LTD.

ANALYSIS OF MARKETING EXPENSE - YEAR 1937

PROVINCE OF ALBERTA

	Salaries	Operation and Maintenance	Rent Paid	Office Supplies Telephone & Telegraph	Traveling Expenses	ϕService Station Expense	Advertising	Management Charges	Other Charges	Total
MARKETING EXPENSE										
Plant operation	$7,873.00	$3,243.61	$2,615.43	$3,261.65		$971.62(R)	$330.29		$423.02	$16,775.38
Delivery expense	9,837.15	27,245.72#								37,082.87
Selling expense	38,684.57				$4,191.06					42,875.63
Accounting office	9,686.51				312.79				694.38	10,693.68
Advertising general							7,464.70			7,464.70
Other	10,335.42	10,459.53*	1,136.74	4,209.52	808.96		726.29	$7,331.93	5,097.47	40,105.86
Total	$76,416.65	$40,948.86	$3,752.17	$7,471.17	$5,312.81	$971.62(R)	$8,521.28	$7,331.93	$6,214.87	$154,998.12

NOTES: * Includes expenses applicable to drums and barrels such as maintenance charges, freight on returns, write-offs, etc.

Includes charges for freight and cartage paid on deliveries to and returns from customers in addition to cost of operation and maintenance of delivery equipment.

ϕ Represents expenses of lessee operated stations, less credit for rents received from such lessees.

(R) Means Red Figures

EXHIBIT 555-6

Item (a)

UNION OIL COMPANY OF CANADA, LTD.

DATA RE GASOLINE PURCHASES - PROVINCE OF ALBERTA

1938

Purchases from Imperial Oil, Limited:

	*Cents per Imperial Gallon at Calgary (Tank Car Deliveries)		
	Jan. 1 to Jan.4, incl.	Jan.5 to June 21, incl.	June 22 to date
Ethyl gasoline	20.0	19.5	19.0
"76" gasoline	18.75	18.0	17.5
#Turner Valley gasoline	18.5	16.5	16.0
##Motor White gasoline	18.5	17.5	16.0
Tractor Distillate	18.0	15.5	15.0

NOTES:

* Includes Alberta Government Tax of 7¢ per gallon.
\# Sold only in Calgary and Edmonton.
\## Not Sold in Calgary and Edmonton.

EXHIBIT 555-7
Item (b)

UNION OIL COMPANY OF CANADA, LTD.

PROPERTY INVESTMENT - PROVINCE OF ALBERTA

JUNE 30, 1938

	Bulk Stations	Service Stations	Total
Investment	$106,257.84	$116,183.90	$222,441.74
Reserve for Depreciation	49,119.54	41,409.48	90,529.02
Net investment	$ 57,138.30	$ 74,774.42	$131,912.72

EXHIBIT 555-8
Item (c)

UNION OIL COMPANY OF CANADA, LTD.

SALES OF MOTOR FUELS - PROVINCE OF ALBERTA

IMPERIAL GALLONS

	Twelve months Ended 12/31/37	Six months Ended 6/30/38
Gasoline:		
Aviation	177	--
Ethyl	197,857	137,971
"76"	1,199,584	607,840
Turner Valley & Motor White	626,861	247,888
Engine distillate	7,123	--
Total	2,031,602	993,699
Diesel	2,190	665

EXHIBIT 555-9

Item (d)

UNION OIL COMPANY OF CANADA, LTD.

WHOLESALE AND RETAIL OUTLETS - PROVINCE OF ALBERTA

JUNE 30, 1938

City	Street Address
BULK STATIONS	
Operated by Company:	
Banff	-
Calgary	9th Avenue, West of 14th Street
Edmonton	102nd Street, between 79th and 80th Ave.
Operated by commission agents:	
Grand Prairie	6th Avenue and Main Street
Wembley	-
SERVICE STATIONS	
Operated by Company:	
None	
Operated by lessees:	
Calgary	1st Street and 7th Avenue
"	4th Street and 20th Avenue
"	*6th Street and 4th Avenue
Edmonton	109th Street and 100th Avenue
"	118th Street and St. Albert Road
"	115th Street and Jasper Avenue
"	109th Street and 85th Avenue
Olds	*Calgary-Edmonton Highway

NOTE: * The Company's investment at these stations is minor, consisting principally of gasoline dispensing equipment.

EXHIBIT 555-10
Item (e)

UNION OIL COMPANY OF CANADA, LTD.

*SPECIFICATIONS OF GASOLINE MARKETED IN PROVINCE OF ALBERTA

Gasoline:	Octane Ratine (C.F.R. Motor Method)	Gravity Degrees A.P.I.	Boiling Point Initial	Boiling Point End
Ethyl	77	61	85	370
"76"	71	63	85	400
Turner Valley	55	73	90	415
Motor White	51	65	95	425
Tractor distillate	--	44	125	560

NOTE: * APPROXIMATE

EXHIBIT 555-11

Item (f)

UNION OIL COMPANY OF CANADA, LTD.

TANK WAGON BULK GASOLINE PRICES - PROVINCE OF ALBERTA

1938

		¤Cents Per Imperial Gallon			
	Ethyl Gasoline	"76" Gasoline	¤¤Turner Valley Gasoline	Motor White Gasoline	Tractor Distillate
January 1 to January 4, incl.:					
Calgary	(2.5¢ per gal.	25.5#	23.0	23.5	23.0#
Edmonton	(over "76"	28.0#	25.5	25.0	25.5#
Banff	(prices at	28.6			
Grand Prairie	(points	33.0		30.0	30.0
Wembley	(sold	33.0		30.0	30.0
January 5 to June 21, incl.:					
Calgary	(	24.0¢	21.5	22.5	20.5¢
Edmonton	(	26.5¢	24.0	25.0	23.0¢
Banff	(Ditto	27.1			
Grand Prairie	(	31.5		29.0	28.0
Wembley	(	31.5		29.0	28.0
June 22 to date, incl.:					
Calgary	(	23.5	21.0	21.0	20.0
Edmonton	(	26;5	24.0	24.0	23.0
Banff	(Ditto	25.6			
Grand Prairie	(	30.0		27.5	26.5
Wembley	(	30.0		27.5	26.5

NOTES: ¤ Includes Alberta Government Tax of 7¢ per gallon

¤¤ Sold only in Cities of Calgary & Edmonton, outside of these cities Motor White Gasoline is sold.

Outside Cities of Calgary & Edmonton, the "76" gasoline and Tractor Distillate was 1.0¢ and 0.5¢ per gallon higher, respectively.

¢ Outisde Cities of Calgary & Edmonton, the "76" gasoline and Tractor Distillate is 1.0¢ per gallon higher.

EXHIBIT 555-12
Item (g)

UNION OIL COMPANY OF CANADA, LTD.

DATA RE SUPPLY OF LUBRICATING OILS AND GREASES

PROVINCE OF ALBERTA - 1938

SOURCE OF SUPPLY

All lubricating oils and greases are imported from the United States at Port Moody, B.C., and shipped by railroad to Alberta.

¤ LAID DOWN COST AT CALGARY

Motor Oils

	¤¤ Per Imp.Gal.
Motoreze, S.A.E. grade 10	47.93¢
" " " 20	47.01
" " " 30,40	47.26
" " " 50	47.01
" " " 60	47.93
Motorite, " " 10	31.45
" " " 20	38.11
" " " 30	39.70
" " " 40	40.78
" " " 50	42.37
" " " 60	43.45
Purepenn, " " 10	53.23
" " " 20	52.33
" " " 30	52.59
" " " 40	52.33
" " " 50,60,70	53.41
#Triton, " " 10,20	61.07
" " " 30	64.54
" " " 40	67.75
" " " 50	70.45
" " " 60	78.24
" " " 70	81.20
Red Line Aero, medium	52.33
" " " , heavy, extra heavy and ultra heavy	53.41

Automotive Greases

	Per Pound
Red Line chassis lubricant	10.20¢
" " E.P.gear lubricant, S.A.E. grades 90,110,160	12.81
Red Line universal joint lubricant	15.64
Red Line wheel bearing lubricant, light	21.33
Red Line wheel bearing lubricant, medium	21.39
Red Line sub-zero lubricant	7.63
" " hypoid "	17.70
" " spring "	19.34
" " water pump grease	34.88
Motoreze worm gear lubricant	10.20
Purepenn " " "	12.81
" " " " heavy	12.81

NOTES: ¤ Represents declared values on importation and transportation to Port Moody, B.C., plus duty, excise and sales taxes, blending, filling and shipping expense and railroad freight.
¤¤ Cents per Imp. gallon for bulk quantities in barrels.
Includes cost of non-returnable barrel.

EXHIBIT 555-13

Item (h)

UNION OIL COMPANY OF CANADA, LTD.

WHOLESALE PRICES OF AUTOMOTIVE OIL AND GREASE

PROVINCE OF ALBERTA

MOTOR OILS

Brand	* Per Imperial Gallon			
	Open Market List	Annual Purchases of 3 to 5 Bbls.	6 to 14 Bbls.	15 Bbls. or over
Motorite, S.A.E. grades 10,20,30,40,50	$0.62	$0.57	$0.54	$0.52
" " " 60	0.72	0.67	0.64	0.62
Motoreze, " " 10,20,30,40,50	0.82	0.75	0.72	0.70
" " " 60	0.92	0.85	0.82	0.80
Purepenn, " " 10,20,30,40,50	0.98	0.89	0.86	0.84
" " " 60,70	1.05	0.96	0.93	0.91
Triton, " " 10,20,30,40,50,60,70	1.07	0.98	0.95	0.93
Red Line Aero, medium and heavy	1.20	1.11	1.08	1.06
Red Line Aero, extra heavy and ultra heavy	1.40	1.31	1.28	1.26

**AUTOMOTIVE GREASES

Brand	# Open Market Prices - Per Pound						
	NRSB	½ NRSB	¼ NRSB	Case 1/25	Case 6/10	Case 6/5	Case 12/1
Red Line chassis lubricant	12.0¢	12.5¢	13.5¢	15.5¢	17.0¢	18.0¢	19.0¢
Red Line E.P. gear lubricant, S.A.E. grades 90,110,160	16.5	17.0	18.0	20.0	-	-	-
Red Line universal joint lubricant	-	-	14.0	16.0	-	18.5	-
Red Line wheel bearing lubricant, light and medium	19.5	20.0	-	23.0	24.5	25.5	26.5
Red Line sub-zero lubricant	12.0	12.5	13.5	15.5	17.0	18.0	-
Red Line hypoid lubricant	-	-	-	19.75	-	-	-
Red Line spring lubricant	-	-	-	22.5	-	-	-
Red Line water pump grease	-	-	-	-	33.0	34.0	35.0
Motoeze worm gear lubricant	10.0	-	-	13.5	-	-	-
Purepenn worm gear lubricant and Purepenn worm gear lubricant heavy	14.25	-	-	17.75	-	-	-

NOTES: * F.O.B. all points in Alberta.

F.O.B. Calgary, Edmonton and Banff. Prices at Wembley and Grand Prairie are 3/4¢ per pound higher than prices shown.

** Explanation of symbols:

NRSB - Non-returnable steel barrel containing approximately 400 pounew or t43qw3.

Case 1/25 - 1 container of 25 pounds

Case 6/10 - 6 containers of 10 pounds

Case 6/5 - 6 containers of 5 pounds

Case 12/1 - 12 containers of 1 pound

EXHIBIT 555-14
Item (i)

UNION OIL COMPANY OF CANADA, LTD.

INCOME ACCOUNT - PROVINCE OF ALBERTA

1937

Sales of refined oil products			$529,275.32
Cost of sales(Cost of goods)			407,236.83
Gross profit on sales			122,038.49
Marketing expenses:			
Plant operation	$16,775.38		
Delivery expense	37,082.87		
Selling expense	42,875.63		
Accounting office	10,693.68		
Advertising office	7,464.70		
Other	40,105.86	$154,998.12	
General expenses		5,879.01	
Taxes		5,378.38	
Provision for depreciation		13,204.03	179,459.54
Loss from operations (R)			$ 57,421.05(R)

(R) Means Red Figures

UNION OIL CO. OF CANADA, LIMITED

1. Office Buildings - Calgary and Edmonton.

Ans: At Calgary we rent office space at 809-4th St. W. from the Bank of Toronto. This is the Calgary District Office. Plant Offices are maintained at Calgary and Edmonton Bulk Plants.

2. Main Stations

Ans: Calgary and Edmonton

3. Number Bulk Agencies.

Ans: Three - Banff, Grande Prairie and Wembley.

4. No. of Warehouse Agencies.

Ans: Nil

5. No. of Company-Owned Service Stations (Land Owned).

Ans: Six

6. No. Company-Owned Service Stations (Land Leased).

Ans. Nil

7. No. Service Stations - Third Party Leases.

Ans. Sixteen

8. No. Company-Owned Trucks.

Ans: Six

9. No. Steel Barrels.

Ans: Approx. 9715

10. Management

Ans: One

11. No. Office Staff.

Ans: Six

12. No. Salesmen and Supervisors.

Ans: Seven

13. No. Auditors

Ans: Nil

TOTAL OTHER SALARIED EMPLOYEES -------- Eight

EXHIBIT 557

UNION OIL CO. OR CANADA, LIMITED

Sales of the Principal Products marketed direct in Alberta in the year 1938.

Gasoline	2,113,577
Turner Valley Naphtha	Nil
Refined Oil(Kerosene)	90,062
Distillate	132,324
Light Fuel Oil)	
Bunker Fuel Oil)	Nil
Asphalt	Nil
Marvelube)	
Other Lubricating Oil)	113,681
Grease	96,278#
No. Altas Tires)	
No. Altas Tubes)	
No. Altas Batteries)	Do not sell tires or batteries.
Altas Accessories)	

EXHIBIT 558

TOTAL SALES OF GASOLINES, KEROSENE, andDISTILLATE, Commonly known as "WHITE PRODUCTS", for the year 1938, were as follows:

1938	AVI-GASO.	ETHYL GASOLINE	"76" GASOLINE	UNOCO GASOLINE	DISTILLATE	KEROSENE	TOTAL
January		18976	76321	16380	3115	10068	134860
February		16157	56616	9179	765	8719	91436
March		18036	88657	17312	6643	7609	138257
April		23035	116859	49757	15682	6314	211647
May		27113	123971	57181	21419	6431	236115
June		34653	134522	37475	12980	3584	223214
July	90	37903	143902	32012	15871	3577	233355
August		36125	146065	38333	14220	6035	240778
September		36990	165111	67470	29737	8904	308212
October		37000	132991	44463	8742	9391	232587
November		27518	103594	14130	1575	10015	156832
December		28552	84544	14674	1575	9415	138760
TOTALS	90	342058	1373153	398366	132324	90062	2336053

EXHIBIT 558

UNION OIL COMPANY OF CANADA, LTD.

TOTAL SALES OF GASOLINES, KEROSENE, and DISTILLATE, commonly known as "WHITE PRODUCTS", for the year 1938, were as follows:

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July	90	37903	143902	32012	13971	3577	233355
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November		27518	103594	14130	1575	10015	156832
December		28552	84544	14674	1575	9415	138760
TOTALS	90	342058	1373153	398366	132324	90062	2336053

EXHIBIT 559

National Petroleum News Publication under date of May 24, 1939, with special reference to the price of California Crude Oil for comparison with Turner Valley Crude.

See page 12808 of the Record.

EXHIBIT 560-1

UNION OIL COMPANY OF CALIFORNIA

Los Angeles, California,
April 17, 1935.

A I R M A I L

Hon. George H. Sedgewick,
Chairman of Federal Tariff Board,
Calgary, Alta.

Dear Sir:

Union Oil Company of California has been asked to supply certain information to you in connection with an enquiry of the Federal Tariff Board, and more particularly to answer the following questions:

(a) With regard to our refinery arrangement at Ioco: Does Union Oil Company of California sell crude oil to the Imperial Oil Company at Ioco, and if so at what price?

(b) Does Union Oil Company of California purchase its gasoline and kerosene requirements from Imperial Oil Company at Ioco, and if so at what price?

(c) If Union Oil Company of California does not sell its crude oil at a specific price, is there some exchange arrangement, and what is the nature of such arrangement?

(d) Does Union Oil Company of California deliver its crude to imperial Oil Company at Ioco and pay a refinery charge? If so, what is that charge?

(e) What is the Laid-down cost at Vancouver on all motor oils which are marketed by Union Oil Company of California in Alberta, namely: Motorite, Motoreze and Pure Penn. Give all details including base cost, plus duty, taxes, freight, etc.

Answering these questions in the order given:

(a) Does Union Oil Company of California sell crude oil to the Imperial Oil Company at Ioco, and if so at what price?

Union Oil Company of California does sell crude oil to the Imperial Oil Company, not at Ioco but at San Pedro or Port San Luis, California.

EXHIBIT 560-1 & 2

The price for the light crude oil from 24 - 24.9 gravity, if supplied at such gravity, is based on the Standard Oil Company of California's posted field price for Los Angeles Basin crude oil at the time of shipment, effective at either San Pedro or Port San Luis, provided that if, under the contract Union is not able to supply oil from 24 - 24.9 gravity, but does supply oil between 23 and 25.9 gravity, the price is the average of the Standard Oil Company of California's posted field price for like gravity oil for the Huntington Beach and Signal Hill Fields, respectively. At the date of the contract the price was 69¢ per barrel. At the present time the price is 93¢ per barrel. The price for heavy crude from 15 - 17.9 gravity is the Standard Oil Company of California's posted field price prevailing in the McKittrick, Sunset or Midway Fields, and at the date of the contract was 55¢ per barrel. At the present time the price is 57. per barrel.

All transportation costs from the respective fields to Ioco, including pipe line charges, harbor charges and steamer charges, are paid by Imperial Oil Company.

(b) Does Union Oil Company of California purchase its gasoline and kerosene requirements from Imperial Oil Company at Ioco, and if so at what price?

Union Oil Company of California does purchase its requirements of gasoline and kerosene for marketing in Canada from the Imperial Oil Company at Ioco at the following prices: The price for white motor gasoline, at the date of the contract and based on a well price of 69¢ for light crude oil, was 7.32. per U.S. gallon, Imp. Gals. 8.78¢. This price, however, as well as the price for certain other refined products, is subject to fluctuation in accordance with fluctuations in the price of crude oil so as to insure the Imperial Oil Company a processing charge of 16$\frac{1}{2}$¢ per barrel for such crude oil delivered to them.

The present price for white motor gasoline is 10.96¢ per Imperial gallon, for "76" (leaded) gasoline is 11.60¢ and for Ethyl gasoline is 13.36¢ per Imperial gallon. The basic price for kerosene is 9.05. per U.S. gallon, f.o.b. Ioco, Imp. Gals. 10.86. to which cost are added shipping and handling costs. The above prices are exclusive of sales taxes.

(c) If Union Oil Company of California does not sell its crude oil at a specific price, is there some exchange arrangement, and what is the nature of such arrangement?

While there is a specific price as above stated for the crude oil delivered by Union Oil Company of California to the Imperial Oil Company, Union Oil Company of California buys gasoline and kerosene - and other refined products - from the Imperial Oil Company for marketing in Canada, at agreed prices, but under an arrangement in the nature of an exchange whereby the agreed prices for gasoline and distillate - but not other refined products - based on the prices for crude oil, fluctuate so always to return the Imperial Oil Company a processing charge of 16½¢ per barrel of crude oil.

(d) Does Union Oil Company of California deliver its crude to Imperial Oil Company at Ioco and pay a refinery charge? If so, what is that charge?

Union Oil Company sells crude oil to the Imperial Oil Company, and purchases from the Imperial Oil Company the refined products necessary for its marketing requirements in Canada, the prices for the crude oil fluctuating in accordance with the Standard Oil of California's posted field price in the fields above-mentioned, and the prices for gasoline and distillate fluctuating in accordance with the fluctuations in crude oil so as to insure Imperial Oil Company the said processing charge of 16½¢ per barrel. Union Oil Company also purchases from Imperial products other than gasoline and engine distillate on which the prices are constant and not influenced by the cost of the crude oil in the United States or by the processing guarantee of 16½¢ per barrel.

The price of engine distillate is 1¢ under that for white motor gasoline.

(c) What is the laid-down cost at Vancouver on all motor oils which are marketed by Union Oil Company of California in Alberta, namely: Motorite, Motoreze and Pure Penn. Give all details including base cost, pl plus duty, taxes, freight, etc.

Union Oil Company of California is required to agree with the customs officials at Vancouver on the fair value of motor oils imported into Canada. These declared values at the present time are as shown in the following schedule:

Declared	Motorite Imp. Gal. ¢	Motoreze Imp. Gal. ¢	Pure Penn Imp. Gal. ¢
Declared Value (Bulk)	21.80	24.90	36.26
Duty	2.50	3.26	7.17
Freight and Vancouver Harbor Charges	1.27	1.27	1.27
Excise and Other taxes	.73	.83	1.29
Total	26.30	30.26	45.99

These declared values are the lowest wholesale prices for said products at the shipping points from which the same is shipped, at time of shipment, it being deemed by the customs officials that the fair method of arriving at the value for the purpose of imposing customs duty is to take the lowest wholesale value thereof at points of shipment. The above values represent the cost of bulk oils laid down at Port Moody Plant of the Union Oil Company of Canada, Ltd., and to these values should be added the Vancouver Plant compounding and packaging costs and the sales tax. It is assumed that these values will be sufficient for the purpose of this enquiry.

Outside of its arrangement with the Imperial Oil Company, the Union Oil Company of California does not engage in business in Canada. Its purchases of refined products from the Imperial Oil Company are resold to the Union Oil Company of Canada, Ltd. at the exact cost to the California Company, the latter company making no profit on the business. Lubricating oils shipped from California are charged to Union Oil Company of Canada, Ltd. at the declared values for customs purposes, as shown in the schedule above, and the latter company pays all duties, excise and sales

taxes, freight and Vancouver Harbor charges and expense of compounding and packaging at its refinery at Port Moody.

Union Oil Company of Canda, Ltd., which markets to the public in British Columbia and Alberta, has, since it began operations in the Province of Alberta, been consistently losing money, as disclosed by its income tax returns to that province. In the year 1934 the gross profit on operations, using cost of sales, determined as above, was $57,785.47. After deducting direct operating expenses of $88,992.88 and before deducting depreciation and administration charges, the loss was $31,207.41. Depreciation amounted to $20,311.38, taxes $5,834.57, advertising $6,248.83, leaving a loss of $63,602.19 and after charging management salaries and administrative expenses of $24,346.41, the net loss was $87,948.60.

In 1933 the net loss, on the same basis, was $75,731.75 and in 1932 was $31,325.87.

It is understood that the Company's representative in Alberta is giving information relative to prices at which the Company's products are sold at the various points at which it markets, and it is believed that the information given above, together with that obtained from our Alberta representative, will prove sufficient for this enquiry.

UNION OIL COMPANY OF CALIFORNIA

By Paul M Gregg
Vice-President

EXHIBIT 561 - Rules and Regulations of the Union Oil Company of California and its controlled companies, dated July 1st, 1939, in reference to Employees' Benefit Plan, Disability Benefit Insurance Plan, Group Disability and Life Insurance Plan and Employees' Retirement Plan.

1939 Date	Inv. No.	Agency Sold at	Sold to	Product	Tank Wagon price at Agency and Selling Price	Tank Wagon Price town sold to
May 31	109734	Alix	Mirror	Trac. Gaso.	15.6	16.6
19	109711	Alix	Bashaw	Trac. Gaso	15.6	16.8
Apr 26	15323	Barnwell North	Retlaw	Trac. Gaso	13.8	15.0
May 31	109735	Alix	Mirror	Trac. Gaso	15.6	16.6
Apr 29	15331	Barnwell North	Retlaw	Trac. Gaso	13.8	15.0
17	21367	Barons	Carmangay	Trac. Kero	12.8	13.8
Jan 20	71953	Bow Island	Winnifred	Trac. Gaso	14.1	14.3
Apr 8	22984	Bow Island	Winnifred	Trac Kero	13.1	13.3
17	22998	Bow Island	Winnifred	Trac. Gaso	14.1	14.3
	22998	Bow Island	Winnifred	Trac. Kero	13.1	13.3
20	29054	Bow Island	Winnifred	Trac. Gaso	14.1	14.3
May 27	20626	Busby	Legal	Trac. Gaso.	17.4	17.8
June 16	20642	Busby	Legal	Trac. Gaso	17.4	17.8
Mch 22	107945	Camrose	Bawlf	R. H. Gaso.	19.6	19.8
Jan. 5	119005	Innisfail	Red Deer	R. H. Gasol	18.4	18.7
10	119017	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
30	119123	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
Mch 11	119278	Innisfail	Red Deer	Trac. Gaso.	14.4	14.7
13	119283	Innisfail	Penhold	R. H. Gaso.	18.4	18.6
Apr 24	119492	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
24	119493	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
June 10	21732	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
May 30	21752	Innisfail	Penhold	Trac. Gaso.	14.4	14.6
22	21810	Innisfail	Penhold	R. H. Gaso.	18.4	18.6
29	21848	Innisfail	Elnora	Trac. Gaso.	14.4	15.2
16	21877	Innisfail	Penhold	Trac. Gaso	14.4	14.6
1	21919	Innisfail	Elnora	Trac. Gaso.	14.4	15.2
Jan 26	107972	Lamoureux	Gibbons	R. H. Gaso.	20.1	20.3
May 15	38720	Lougheed	Hardisty	Trac. Gaso.	17.5	17.6
25	38764	Lougheed	Hardisty	R. H. Gaso.	20.	20.1
26	38775	Lougheed	Hardisty	R. H. Gaso.	20.	20.1
Jan 19	10792	Lougheed	Hardisty	R. H. Gaso.	20.	20.1
June 10	58012	Lougheed	Hardisty	R. H. Gaso.	20.	20.1
15	58034	Lougheed	Hardisty	Trac. Gaso.	17.5	17.6
May 29	38813	Lougheed	Hardisty	R. H. Gaso.	20.	20.1
Jan. 20	20903	Medicine Hat	Hilda	Trac. Gaso.	14.6	17.8
Mch 22	20932	Medicine Hat	Schuler	R. H. Gaso.	19.1	20.3
	20932	Medicine Hat	Schuler	Trac. Kero.	13.6	17.8
May 22	101119	Monarch	Granum	R. H. Gaso.	17.8	18.4
Mch 20	101036	Monarch	Granum	R. H. Gaso.	17.8	18.4
27	101040	Monarch	Granum	R. H. Gaso.	17.8	18.4
Feb. 10	101042	Monarch	Macleod	R. H. Gaso.	17.8	18.3
24	101043	Monarch	Nobleford	R. H. Gaso.	17.8	17.9
Apr. 26	73201	Orion	Manyberries	Trac. Gaso.	13.9	14.1
26	73203	Orion	Manyberries	Trac. Gaso.	13.9	14.1
May 2	73221	Orion	Manyberries	Trac. Gaso.	13.9	14.1
June 1	27281	Orion	Manyberries	Trac. Gaso.	13.9	14.1
21	34495	Ponoka	Bashaw	Trac. Gaso.	16.6	16.8
Mch 23	117465	Red Deer	Benalto	Trac. Kero.	13.2	14.6
28	117465	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
29	117467	Red Deer	Benalto	Trac. Kero.	13.2	14.6
30	117469	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
Apr 6	117486	Red Deer	Sylvan Lake	R. H. Gaso.	18.7	18.9
	117486	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
12	117490	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
13	117492	Red Deer	Sylvan Lake	Trac. Gaso	14.7	15.4
15	117500	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
	117500	Red Deer	Benalto	R. H. Gaso	18.7	19.1
17	30253	Red Deer	Sylvan Lake	Trac. Gaso	14.7	15.4
	30253	Red Deer	Sylvan Lake	Trac. Kero.	13.2	14.4
21	30276	Red Deer	Eckville	R. H. Gaso.	18.7	19.1
	30278	Red Deer	Joffre	Trac. Gaso.	14.7	15.2
	30307	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
May 1	30310	Red Deer	Benalto	Trac. Gaso	14.7	15.6
1	30312	Red Deer	Benalto	Trac. Gaso	14.7	15.6
1	30313	Red Deer	Eckville	Trac. Gaso	14.7	15.6
	30313	Red Deer	Eckville	R. H. Gaso.	18.7	19.1
	30314	Red Deer	Eckville	R. H. Gaso.	18.7	19.1
2	30318	Red Deer	Sylvan Lake	Trac. Kero	13.2	14.4
Apr 3	30325	Red Deer	Benalto	Trac. Kero	13.2	14.6
May 8	30326	Red Deer	Benalto	Trac. Kero	13.2	14.6

-1812-

EXHIBIT 562-2

Date 1939	Inv.No.	Agency Sold at	Sold to	Product	Tank Wagon Price at Agency and Selling Price	Tank Wagon Price Town sold to
May 3	30327	Red Deer	Benalto	Trac. Gas.	14.7	15.6
11	30333	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
11	30333	Red Deer	Sylvan Lake	R.H. Gaso.	18.7	18.9
17	30373	Red Deer	Sylvan Lake	Trac.Gaso.	14.7	15.4
18	30377	Red Deer	Lacombe	Ethyl	21.2	21.4
19	30378	Red Deer	Benalto	Trac.Gasp.	14.7	15.6
June 3	30412	Red Deer	Bentley	R.H. Gaso.	18.7	19.1
May 1	22572	Taber	Retlaw	Trac. Gaso.	13.8	15.0
Apr. 3	22560	Taber	Retlaw	R.H. Gaso.	18.3	19.1
	22560	Taber	Retlaw	Trac. Gaso.	13.8	15.0
22	22567	Taber	Retlaw	Trac. Gaso.	13.8	15.0
May 12	22582	Taber	Retlaw	Trac. Gaso.	13.8	15.0
19	22584	Taber	Retlaw	Trac. Gaso.	13.8	15.0
24	22587	Taber	Retlaw	R.H. Gaso.	18.3	19.1
Feb 13	48100	Taber	Retlaw	Trac. Gaso.	13.8	15.0
31	73129	Taber	Retlaw	Trac. Gaso.	13.8	15.0
Apr 20	73145	Taber	Retlaw	Trac. Gaso.	13.8	15.0
Mch. 1	117429	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
1	117430	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
17	117446	Red Deer	Lacombe	Ethyl Gaso.	21.2	21.4
18	117447	Red Deer	Bentley	R.H. Gaso.	18.7	19.1
	117447	Red Deer	Bentley	Trac. Gaso.	14.7	15.6
22	117450	Red Deer	Benalto	R.H. Gaso.	18.7	19.1
	117450	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
22	117451	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
27	117461	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
Apr. 14	117495	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
15	117498	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
15	30251	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
	30251	Red Deer	Benalto	R.H. Gaso.	18.7	19.1
17	30257	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
	30257	Red Deer	Benalto	Trac. Kero.	13.2	14.6
18	30258	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
18	30259	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
19	30262	Red Deer	Sylvan Lake	Trac. Kero.	13.2	14.4
21	30274	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
	30274	Red Deer	Sylvan Lake	Trac. Kero.	13.2	14.4
20	30271	Red Deer	Sylvan Lake	Trac. Kero.	13.2	14.4
21	30275	Red Deer	Sylvan Lake	Trac. Gaso.	14.7	15.4
21	30277	Red Deer	Benalto	Trac.Gaso.	14.7	15.6
	30277	Red Deer	Benalto	Trac. Kero.	13.2	14.6
21	30280	Red Deer	Bentley	R.H. Gaso.	18.7	19.1
	30280	Red Deer	Bentley	Trac. Gaso.	14.7	15.6
21	30281	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
22	30282	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
22	30283	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
25	30292	Red Deer	Edmville	Trac. Kero.	13.2	14.6
25	30293	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
25	30294	Red Deer	Benalto	Trac. Kero.	13.2	14.6
26	30295	Red Deer	Sylvan Lake	Trac. Kero.	13.2	14.4
26	30296	Red Deer	Benalto	Trac. Kero.	13.2	14.6
26	30298	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
28	30299	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
28	30300	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
	30300	Red Deer	Benalto	Trac. Kero.	13.2	14.6
28	30304	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
May 5	30330	Red Deer	Benalto	Trac. Gaso.	14.7	15.6
	30330	Red Deer	Benalto	R.H. Gaso.	18.7	19.1

EXHIBIT 563 - Submission of The Great West Distributors Limited, dated August 2nd, 1939, re "Products according to our contract with the British American Oil Company Limited as per Schedule "A" presented by the witness, George A. MacKenzie, and extended in full in the Report.

See Page.....12,860 Et Seq.

EXHIBIT 564-1

GREAT WEST DISTRIBUTORS LTD.

Sales of the Principal products marketed in Alberta in the Year 1938.

Gasoline	3,063,082 Gallons.
Turner Valley Naphtha	120,014 Gallons.
Refined Oil	102,557 Gallons.
Distillate	2,098,608 Gallons.
Light FuelOil	70,917 Gallons.
Bunker Fuel Oil	
Asphalt	
Lubricating Oil	296,765 Gallons.
Grease	196,819 Pounds.
No. Tires	2,943 Tires.
No. Tubes	3,638 Tubes.
No. Batteries	866 Batteries.
Accessories	

Our total sales of Gasoline, Kerosene and Distillate commonly known as White Products - for the year 1938- -were as follows by months.

January	139,669	2.56%	July	459,416	8.43%
February	122,504	2.25%	August	575,760	10.55%
March	278,481	5.10%	September	768,431	14.09%
April	440,220	8.07%	October	668,669	12.26%
May	750,934	13.76%	November	405,243	7.43%
June	587,071	10.76%	December	258,780	4.74%

EXHIBIT 564 -2

The following data summarizes principal Physical Equipment and Personnel employed in Direct Marketing operations in the Province of Alberta, as of December 31st, 1938:-

Office Buildings - Calgary and Edmonton

Main Stations - Calgary, Edmonton and Lethbridge

Number Bulk Agencies - 99

No. of Warehouse Agencies - 41

No. Company -owned Service Stations (Land Owned) - 13

No. Company-owned Service Stations (Land Leased) - 2

No. Service Stations - Third Party Lease

No. Company owned Trucks 13

No. Steel Barrels - 6179

Management

No. Office Staff - 14

No. Salesmen and Supervisors - 5

No. Auditors - 3

Total other Salaried Employees - 20

EXHIBIT 565 - Answers prepared by the Great West Distributors to the questions of Dr. Frey, Presented to the Commission by the witness George A. MacKanzie and found in full in the Report. See page 12,862 et seq.

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EXHIBIT 566 - Submission on behalf of the Munro Refinery, presented by the witness J. L. Munro and extended in full in the Report. See page 12,883 et seq.

EXHIBIT 567 - A Booklet outlining Employees Thrift Plan of the Imperial Oil Limited and its Participating Subsidiaries.

EXHIBIT 568 - A Booklet outlining the Annuity Plan of The Imperial Oil Limited and its Participating Subsidiaries.

EXHIBIT 569

Code 976182-(S 373) ORIGINAL

No.....

City.....;.....County.....Province.....

Date.....

The undersigned Purchaser hereby orders and agrees to purchase from

IMPERIAL OIL, LIMITED

(hereinafter called the Company) subject to the undermentioned conditions, the following equipment, i. e.,

.....

.....

.....

.....

.....

and to pay therefor..... .....Dollars ($...../100) as follows:..... ....

.....

.....

.....

it being understood that the Company will deliver such equipment F.O.B..... .....to be placed on the property known as.....

CONDITIONS

(1) All the terms, conditions, provisions and stipulations hereof shall insure to the benefit of the Company, its successors and assigns, and until the whole of the said purchase price, and interest (if any), is paid as herein provided, the said equipment shall remain the property of the Company, but shall be at Purchaser's risk from the time of delivery thereof.

(2) The Purchaser shall have no right to prepay the purchase price of the said equipment, or any instalment thereof.

(3) Until such time as the purchase price is fully paid as herein provided, or until the expiration of the period

EXHIBIT 569 (Continued) - 1219 -

of years next following the date hereof, whichever shall be the later, the said equipment and every part thereof shall be used only for storing, retaining, supplying and/or delivering

supplied and sold to the Purchaser by the Company; nor shall the Purchaser, without the consent in writing of the Company, dispose of, transfer or convey any interest in this agreement or any interest in or any right to the use of the said equipment or any part thereof.

(4) In the event of the Purchaser defaulting in payment of any instalment of the said purchase price, or in the event of the Purchaser failing to use the said equipment as herein provided or using or permitting the use of the same or any part thereof otherwise than herein provided, or in the event of any other breach of this agreement whatsoever by the Purchaser, the Company shall have the right (a) to declare the then unpaid balance of the said purchase price due and payable forthwith and enter upon the premises where the said equipment is, and take possession of the said equipment and sell the same at public or private sale and recover from the Purchaser any deficiency between the cost of taking possession of the said equipment plus purchase price thereof less any instalments paid thereon and the amount which may be recovered upon such sale; or (b) take possession of the said equipment and forfeit and retain as liquidated and ascertained damages all payments which may theretofore have been made on account of the said purchase price; or (c) to have recourse to, and enforce upon, the Purchaser all such other rights or remedies as may be available to the Company in law to secure the full and complete performanee of this agreement by the Purchaser.

(5) In case of repossession and sale the Purchaser waives any right of action of every kind whatsoever growing out of the

EXHIBIT 569 (Continued)

removal, repossession and retention or sale of said equipment. Upon retaking possession the Vendor may sell, notwithstanding any statutory condition precedent to the contrary, without notice or other legal formality.

.....Sign here.....
Notice to Agents; print Purchaser's name plainly on this line. Purchaser

ORIGINAL

Mailing Address.....

A cash payment is required when order is signed (R).....

RECEIVED OF.....Dollars ($. .....)

as cash payment on above-mentioned equipment ordered this date.

IMPERIAL OIL, LIMITED

By.....
Salesman

No countermand of this order will be accepted. (R)

(attached are duplicate and triplicate copies)

(R) indicates in red.

EXHIBIT 570

Edmonton, Alta. May 31st, 39.

Ponoka & Wetaskiwin Agencies

Mr. A. E. Halverson,
Imperial Oil, Limited,
Toronto, Ont.

B-2030-G

SRS/D

Dear Sir:

This will acknowledge receipt of your letter of May 16th with reference to the operation of the Ponoka and Wetaskiwin agencies on a salary basis. We are attaching hereto statements showing a comparison of salary operation as against operating on a commission basis at each of these agencies.

We show a loss at Ponoka of $708.41 on a salary basis as compared to commission and at Wetaskiwin we show loss of $448.99 on a salary basis as compared to commission. At Ponoka we pay a salary to the agent only and the agent supplies his own truck and we pay him for cartage on deliveries to both dealers and farmers. This operation is shown in detail on the statement. At Wetaskiwin we pay a salary to the agent only and supply our own truck and pay a commission to the truck driver on deliveries in lieu of salary. This information is also shown in detail on the statement.

At Ponoka, Mr. Percy McKelvey is our agent and was appointed in January 1919 on a commission basis and was changed to a salary basis in 1921. He has 20 years of service in combined commission and salary operation. He is 43 years of age. On numerous occasions it has been developed with him regarding switching back to a commission basis but he has steadily refused to make the change for the reason that he does not wish to lose the benefits

accrued through years of service on a salary basis and we have been reluctant to force the change as his years of service warrants our giving him some consideration and the possible effect to the business through having a dissatisfied agent. Our loss of $708.41 on a salary basis amounts to .498¢ a gallon on our business for the year 1938.

At Wetaskiwin, Mr. J. H. Walker is our agent. He was appointed in 1915 on a salary basis and has continued to operate on a salary basis up to the present time. He has 24 years of service and his age is 59 years. As he is getting near retirement age he is very reluctant to consider any change and in consideration of his years of service and soon becoming the age of retirement, and further considering that our salary operation cost of this agency is not excessive over a commission basis, we should continue this party on a salary basis until retirement. Further, he is an excellent agent and doing very good work and is showing an increase in the business at that agency. The loss of $448.99 through salary operation represents .145¢ a gallon on the business for the year 1938.

We have outlined the reasons for continuing the above mentioned agencies on a salary basis and we will appreciate any comments you wish to make in this connection.

Yours very truly,

ALBERTA DIVISION

WETASKIWIN STATION - SALARY VS. COMMISSION

Salary Basis				
Salary at $163.64 per month.				$1,963.68
Postage				65.00
Phone				54.15
Heat				10.35
Commission in lieu of Salary to Truck Driver:				
Local Dealers	233,102 gals.	@ 5¢	1165.51	
Out of town dealers and farmers	61,390 "	@ 1¢	613.90	
Miscellaneous			3.84	1,783.25
# **Truck Costs**				
Petty Cash Disbursements			96.60	
Products Consumed			891.76	
Estimated Other Expenses			100.00	
License			155.00	1,243.36
Total Salary Basis				5,119.79

Exact truck costs cannot be determined as three different trucks were used at this station during 1938 and all expense cannot be definitely attributed to Wetaskiwin - old trucks - no depreciation.

Commission Basis				
Refined Oil to	dealers	10,119	@ 1¢	101.19
" " "	consumers	887	@ 2¢	17.74
Gasoline	" dealers	220,593	@ 1¢	2,205.93
"	" consumers	50,449	@ 2¢	1,008.98
Distillate	" dealers	2,390	@ 1¢	23.90
"	" consumers	7,615	@ 2¢	152.30
Marvelube	" dealers	4,131	@ 5¢	206.55
"	" consumers	988	@ 10¢	98.80
Polarine	" dealers	1,309	@ 4¢	52.36
"	" consumers	139	@ 8¢	11.12
Mobiloil	" dealers	1,035	@ 3¢	31.05
"	" consumers	187	@ 6¢	11.22
Other Lubs.	" dealers & consumers	$555.32	@ 5%	27.77
Greases, etc.	" dealers & consumers	672.93	@ 5%	33.65
Fuel Oil	" consumers	2,439	@ 1¢	24.39
Cartage to outside dealers (Basis December 31/38 Town Analysis)		66,385	@ 1¢	663.85
Total Commission Basis				$4,670.80
Salary Basis exceeds Commission Basis				448.99
Loss per Gallon				.00145¢

Edmonton, Alta.
May 19, 1939.

ALBERTA DIVISION

PONOKA STATION - SALARY VS. COMMISSION

Salary Basis				
Salary @ $145.46 per month.				$1,745.52
Postage				6.00
Phone				54.15
Light				36.00
Heat				12.45
Cartage - out-of-town dealers (Chgd. Product)		38,190 gals. @ 1¢	381.90	
Local Dealers - various rates as below			439.49	
Farmers		79,018 gals. @ 1¢	790.18	1,611.57
(Local dealer rates)				
Bucket deliveries	1¢ per gal.			
Bbl. & ½ bbl. "	15¢ " bbl.			
Keg "	10¢ " keg			
Case "	5¢ " case			
Empties picked up	5¢ " bbl.			
Total Salary Basis				$3,465.69

Commission Basis				
Refined Oil to dealers		4,209	@ 1¢	42.09
" " " consumers		1,307	@ 2¢	26.14
Gasoline " dealers		53,935	@ 1¢	539.35
" " consumers		63,704	@ 2¢	1,274.08
Distillate " consumers		11,580	@ 2¢	231.60
Marvelube " dealers		3,304	@ 5¢	165.20
" " consumers		11	@ 10¢	1.10
Polarine " dealers		760	@ 4¢	30.40
" " consumers		1	@ 8¢	.08
Mobiloil " dealers		459	@ 3¢	13.77
" " consumers		10	@ 6¢	.60
Other Lubs. " dealers		$252.67	@ 5%	12.63
Greases,etc. " dealers		283.30	@ 5%	14.17
Fuel Oil " consumers		2,417	@ 1¢	24.17
Cartage -Out-of-town dealers		38,190	@ 1¢	381.90
Total Commission Basis				$2,757.28
Salary Basis exceeds Commission Basis				$708.41
Loss per Gallon				.00505¢

Edmonton, Alta.
May 19th, 1939.

EXHIBIT 571

IMPERIAL OIL, LIMITED

ALBERTA DIVISION

SCHEDULE OF PRICES IN EFFECT AT CALGARY - JUNE 22, 1939

	Tank Wagon Price	Undivided Dealer Price	Competitive Allowance
Esso	19.0	18.0	-
3-Star Gasoline	16.5	15.5	-
Premier Gasoline	16.5	15.5	-
Acto Gasoline	14.0	13.0	1.5
Royalite Kerosene	18.5	17.5	-
Tractor Distillate	13.0	12.0	2.0
Lighting Naphtha - Bulk	22.5	21.5	-
Lighting Naphtha - Cases	45.5	44.5	-
		Agent's Price	
Diesel Fuel Oil M.S.	10.0	9.0	-
# Special Tractor Fuel	9.5	8.5	-
Naphtha	8.5	7.5	-

Also for sale At Turner Valley at same price until present stock exhausted.

IMPERIAL OIL LIMITED

ALBERTA DIVISION

D I S C O U N T S

AUTOMOTIVE OIL AND GREASE CONTRACT

		3-5 Bbls.	6-14 Bbls.	15 Bbls. and Over
Polarines	Per Gal.	5¢	8¢	10¢
Marvelube Oils & Trans. Oils	" "	7¢	10¢	12¢
Mobiloils	" "	9¢	12¢	14¢
Marvelube Greases	Per Pound	¾¢	1¼¢	1⅝¢

5% additional discount off net price to undivided dealers.

GENERAL ADMINISTRATION - PROVINCE OF ALBERTA

Total Administration (Province of Alberta)		$89,233.38
Exhibit 281 Schedule 2B.		
Marketing Department	$ 86,556.66	
Jobbers	2,676.72	
	$ 89,233.38	

Exhibit 301 - Marketing Dep't		
Exhibit 301 - Marketing Dep't	$ 86,768.66	
Less apportioned to North West Oil Company	212.00	
Net Marketing Dep't as above	$ 86,556.66	

Exhibit 574

JOBBERS EXPENSE

PROVINCE OF ALBERTA

Marketing Costs	$1,077.38
Administration	2,676.72
	$3,754.10

Exhibit 575

ALBERTA DIVISION

COMMISSIONS EARNED - BASIS YEAR 1938.

1. Full time commission agents	78
2. Commission agents with other business interests whose commissions from petroleum products would be sufficient by themselves to provide a livelihood to one person.	56
3. Dealer-agents with other business interests whose commissions from petroleum products would be sufficient by themselves to provide a livelihood to one person.	20
4. The balance should represent agencies where the commissions are not sufficient to provide a livelihood for one person.	117
	271
Salaried Stations	5
Airports	2
Stations temporarily closed	6
	284

Edmonton, Alta.
July 21, 1939.

-1229-

EXHIBIT 576

ALBERTA DIVISION

DETAILS OF DIRECT SUBSTATION COSTS -
SIX SMALL STATIONS-1938SALES

Stations	Amisk	Compeer	Heisler	Naco	Paradise Valley	Buffalo
Sales						
White Products	11,945	7,259	13,830	13,422	13,850	19,166
Lubricating Oils	398	317	335	661	748	671
Greases & Other Gals.	145	33	7	81	148	64
Total Sales	12,488	7,609	14,172	14,164	14,746	19,901
Commissions Paid						
White Products	201.80	134.42	232.05	223.21	229.43	279.48
Lubricating Oils	5.40	19.91	4.94	21.82	26.77	37.95
Other	3.09	2.31	.11	3.05	6.61	4.09
Total Sales Commissions	210.29	156.64	237.10	248.08	262.81	321.52
Taxes	27.36	4.56	16.09	5.25	18.35	15.16
Evaporation Loss	17.36	10.14	5.95	-	-	38.57
Direct Expense	18.88	14.31	23.57	15.22	17.34	18.85
Depreciation	77.26	69.57	72.44	20.95	79.57	78.04
Total Direct Charges	351.15	255.22	355.15	289.50	378.07	472.14
Total Direct per Gallon	2.81	3.35	2.51	2.04	2.56	2.37

NOTE: Our total direct expense for operating 279 commission stations in Alberta in 1938, averaged 2.19¢ per gallon as per our Exhibit 314, Page 11. Compeer - listed above, is in a drouth area which accounts for the high direct cost per gallon. Unless conditions improve in this area, this station will be closed.

Edmonton, Alberta.
June 26th, 1939.

EXHIBIT 577

ALBERTA DIVISION

ESTIMATED

COST OF OPERATING CREDIT CARD SYSTEM

Stationery and Supplies	155.00
Postage	670.00
Credit Reports	500.00
Salaries	1,200.00
	$ 2,525.00
Estimated Sales	720,000 Gallons
Cost per Gallon	0.35 Cents

EXHIBIT 578

This Exhibit is a statement of the substations of the Imperial Oil Limited, as of December 31st, 1938, with location of each, also showing warehouse and tank facifities at each station. (12 stations are chosen as indicative of the information shown on this Exhibit)

IMPERIAL OIL LIMITED

ALBERTA

SUBSTATIONS - DECEMBER 31, 1938

STATION	LOCATION	WAREHOUSE	TANKS
Acme	C.P.R. Siding	1 Galv. & frame	2 - 9,813 gal ea.
Alix	C.N.R. "	1. " & "	2 -1-5,039 " "
			1-5,099 " "
Banff	C.P.R.	1 " " "	3- 12,940 " "
Bassano	Lot 1,Blk. A,		
	Plan 4473AD	2 " " "	3 - 12,940 " "
			2 - 91,702 " "
Bentley	C.P.R. Siding	1 " " "	3 - 12,940 " "
Calgary Refinery		1 " " "	5 - 12,940 " "
Calgary	Lots 3&4,Blk.E	1 Brick	2 - 49,275
	9th Ave.& 20th St.W.		2 - 86,500 " "
			8 - 12,940 " "
			18 - 11,652 " "
			1 - 10,000 " "
Cardston	C.P.R. Siding	1 Galv. & frame	2 - 12,940 " "
Coronation	C.P.R. "	1 " " "	3 - 12,940 " "
Didsbury	C.P.R. "	1 " " "	3 - 12,940 " "
Edmonton	121st St. & 106th		
	Ave.	1 Brick	11 - 12,940 " "
			3 - 62,333 " "
			2 -123,481
			18 - 11,652
Gleichen	C.P.R. Siding	1 Galv. & frame	3 - 12,940 " "

Record Page

EXHIBIT 579 - Letter from Mr. McGrath to Mr. Halverson, Imperial Oil under date of 26th June 1939, dealing with Sales Tax. Extended in full in the Record, see page 12,290 of the Report ,..... 12,290

FIXED CAPITAL INVESTMENT & OTHER CAPITAL EMPLOYED

Exhibit 580

MARKETING DEPARTMENT -- PROVINCE OF ALBERTA

AS OF DEC. 31 - 1938.

	Land	Buildings and Equipment	Total Cost	Accrued Depreciation Dec. 31, 1938.	Depreciated Value Dec. 31, 1938.
Main & Sub Stations	$131,642.22	$1,818,746.01	$1,950,388.23	1,034,018.30	$916,369.93
Service Stations	520,630.59	837,075.15	1,357,705.74	164,920.15	1,192,785.59
Steel Barrels		884,287.02	884,287.02	865,182.96	19,104,06
Motor Equipment		41,658.61	41,658.61	20,743.08	20,915.53
Loaned Vendors Equipment		15,913.46	15,913.46	3,375.05	12,538.41
Agents Loaned Vehicle Tanks		42,007.07	42,007.07	42,007.07	
Dealers Identification Signs		63,439.49	63,439.49	50,523.05	12,916.44
Office Furniture		61,261.92	61,261.92	55,886.11	5,375.81
Other	1,700.00	15,156.78	16,856.78	6,406.89	10,429.89
T O T A L	$653,972.81	3,779,525.51	4,433,498.32	2,243,062.66	2,190,435.66
Other Capital Employed	-	-	1,491,199.27	-	1,491,199.27
	653,972.81	3,779,525.51	5,924,697.59	2,243,062.66	3,681,634.93
Unused Properties	263,111.48	-	263,111.48	-	263,111.48
TOTAL CAPITAL EMPLOYED	$ 917,084.29	$3,779,525.51	$6,187,809.07	$ 2,243,062.66	$3,944,746.41

Accrued Depreciation based on rates of depreciation used in Year 1938.

TORONTO, Ont.
July 7th, 1939.

IMPERIAL OIL LIMITED
Imperial Oil Bldg.
Toronto, Canada

W. Frank Pendergast
Assistant to the President

July 14th, 1939.

Mr. H. G. Nolan, K.C.
Bennett, Hannah, Nolan, Chambers & Might
600-603 Lancaster Building
Calgary, Alta.

Dear Mr. Nolan:

Before leaving for a well-earned holiday last week, Mr. Halverson read through the transcript of his evidence and noted certain corrections which I shall give you hereunder.

I suppose it would be in order for you to deliver a memorandum covering these to the Commission counsel.

Volume 81, June 19, page 9378, fifth line from top, substitute "Calgary" for "Edmonton".

Same volume, same page, second last line should read, "leading out of Calgary, which we did not do. It is a duplication because". The words "not do" should be added.

Volume 82, June 20, page 9445, third line of the long answer beginning about the center of the page should read "leases we began by getting". The word "getting" should be substituted for the word "giving".

Same volume, page 9490, ninth line from the bottom, the figure should be $10,000,000 instead of $2,000,000.

Same volume, page 9510, second last line of the long answer terminating a little below the middle of that page, substitute the word "lower" for the word "raise" so that the line will read "or have forced local companies to lower the price, we will".

Volume 83, June 21, page 9525, about the middle of the page Mr. LaSueur is described by Mr. Halverson as the resident vice-president. This should read the executive vice-president.

Same volume, page 9532, second last line should read 6½¢ instead of 16½¢.

Same volume, page 9548, fifth line from the bottom, the trade name "Acto" should be substituted for the word "actual".

Same volume, page 9552, eighth line from the bottom "normal" should replace "abnormal".

Same volume, page 9558, sixth and fifth lines from the bottom, the word "discount" should be substituted for the word "commission", so that the text would read "discount to your dealers".

Same volume, page 9586, seventh line from the bottom, the word "not" should be added so that that part of the sentence ending on that line would read "to him and he would not get it at 10½¢".

Same volume, page 9596, fourth line of answer beginning "no, I disagree with you." at middle of page should read "be protected by 1¢. Any trucker that comes in to you". Mr. Halverson's statement was that any trucker going to Plotkins could get dealer's price or agent's price but that coming to us he would have to pay the posted price.

Same volume, page 9610, sixth last line, substitute "flexible" for "inflexible".

Volume 83, June 21 (cont'd)

Same volume, page 9618, twelfth line from the bottom, substitute "allowances" for "differentials".

Same volume, page 9622, sixth line, substitute the word "stagger" for "protect".

Volume 84, June 22, page 9642, fifth answer from top word "motor" should be substituted for "ordinary".

Same volume, page 9645, ninth line, substitute "low" for "light".

Same volume, page 9654, eleventh and twelfth lines should read " the average transportation on Premier gasoline today is about .92 per gallon above tank car rates as I recall it, etc."

Same volume, page 9657, sixth line should read "is around 50¢ a gallon?"

Same volume, page 9668, eleventh line, the last word in this line should be "white" instead of "whole".

Same volume, page 9675, sixth line from bottom, substitute "North Dakota" for "Oklahoma".

Same volume, page 9685, seventh line, delete the word "posted".

Same volume, page 9698, eighth line from bottom, substitute "Alberta" for "Calgary". Fourth line from bottom substitute ".51¢" for ".55¢".

Same volume, page 9711, seventh line from bottom, should read "that with our marketing expense on all products of around" instead of "on two products". Third line from bottom substitute the word "all" for "two".

Same volume, page 9714, ninth line from top should read, "brief, we have to equalize prices for Alberta. We take care of southern".

Volume 85, June 23, page 9743, second last line substitute .15¢ for 1.5¢

Same volume, page 9744, sixth line from the top substitute "nets" for "needs".

Same volume, page 9745, fifth line, substitute ½¢ for 1½¢.

Same volume, page 9753, last line should read, "is the saving by closing fifty agencies insofar as offices".

Same volume, page 9813, fifth line, substitute the word, "freight" for the word "price".

Same volume, page 9826, last word of the third line should be "at instead of "plus".

Yours truly,

Signed: W. F. Pendergast

Record Page

EXHIBIT 582 - A document or card showing the 1939 Spring prices on petroleum products of the Lion Oil Company. See page 12,392 of the Report ... 12,392

EXHIBIT 583

LION OILS LIMITED

AGENCY AGREEMENT

Between LION IOLS LIMITED, with Head Office, Calgary, Alta., party of the First Part (hereinafter called the Company), and

.....

of.....P.O., Alberta, party of the Second Part (hereinafter called the Agent).

WITNESSETH:

The Agent is hereby granted the privilege to buy and re-sell petroleum products, tires, accessories, etc., supplied by LION OILS LIMITED during the currency of this agreement subject to the conditions cited below to which he agrees, viz.:

1. The Company will effectively advertise its products in consideration of which the Agent agrees to identify himself as a LIONOIL AGENT and to buy and re-sell LIONOIL petroleum products exclusively.

2. Unless otherwise arranged, the Agent will purchase all products for CASH on delivery, and in consideration the Company agrees to sell to the Agent at the prevailing LION OILS LIMITED Agent prices at time and place of purchase.

3. The Agent agrees to purchase not less than gals. of Gasoline, Distillate and Tractor Fuel during the year 1939.

4. Owing to varying trade conditions, the Company reserves the right to change products or prices without notice, but will in all cases endeavor to give Agent sufficient notification of such change.

5. It is further expressly understood and agreed that this AGREEMENT can be terminated on 24 hours notice by either party mailing notice to the other of such termination, but shall in any event expire on December 31st, 1939.

6. It is expressly understood and agreed that this Agreement is a contract of sale only and the Agent has no authority to transact any business for or on behalf of the Company. Neither is the Agent to be considered in any way whatsoever an employee of the Company nor has the Company any responsibility for any action of the Agent.

7. The Company will grant to the Agent the privilege of purchasing at any LION OILS LIMITED Service Station his retail requirements for car or Truck at the prevailing special commercial price.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed this day of 193 . NOT valid until approved by Head Office

....
Agent Recommended by

..... Approved:
P.O. Address LION OILS LIMITED

.....
Manager

EXHIBIT 584

CONSIGNMENT AGREEMENT made in duplicate this day of A.D.

BETWEEN

LION OILS LIMITED a corporation with head office in the City of Calgary, Province of Alberta, hereinafter called the "Company"

- and -

of P.O. in the Province of Alberta, hereinafter called the "Consignee".

WITNESSETH: Whereas the Company is engaged in the manufacture and distribution of Lionoil and various other petroleum products and the Consignee is engaged in the business of selling and delivering to consumer customers such petroleum products, now be it understood and agreed:-

THE CONSIGNEE hereby makes application to the Company for consignment stock and agrees to supply to the Company surety bonds or other guarantee necessary to protect the Company to its satisfaction covering the Consignee's responsibility in the handling of the above mentioned consignment stock.

UPON ITS ACCEPTANCE of this application, the Company agrees to furnish to the Consignee such stock of petroleum products as may at the Company's option be necessary from time to time to the proper carrying on of the Consignee's business, it to be understood that such consignment stock will not, at any time, exceed in value $. All such stocks and/or the cash received from the sale thereof shall at all times be held by the Consignee in trust for the Company and shall at all times be kept separate from the Consignee's own funds.

SUCH CONSIGNMENT stock is granted to the Consignee for the purpose of enabling him to have same in his possession at all times so that he can properly carry on the business of supplying petroleum products for the Company and any monies received from the sale thereof shall be used to replenish the stock sold. The Consignee agrees to store consigned stock in a suitable place free of charge to the Company.

THE CONSIGNEE agrees to sell and deliver for the Company's account only from such consignment stock and to account promptly as above set forth to the Company in full as per Company consignment invoice.

IT IS DISTINCTLY understood that Company invoices shall be used and properly made out at time of delivery for each and every sale, and that the Consignee will not deliver to any customer any of the Company's products except forcash and any deviation from this rule shall be considered by the Company as a breach of trust. Notwithstanding anything herein contained, it is agreed and understood that if goods are sold otherwise than for cash, all accounts receivable arising out of such sales and all consideration other than cash received from the same shall be the property of the Company and the Consignee shall hold the same in trust for the Company and shall promptly account therefor. Any expense incurred by the Company in collection of such accounts or other consideration shall be paid by the Consignee.

IT IS FURTHER understood and agreed that the Consignee shall not purchase any

products from the Company's stock for his own use or for sale through retail vending equipment without the Company's written consent unless he shall, before taking or removing the goods proposed to be purchased out of the Company's stock, make out the usual cash invoice to himself and place the full purchase price in the funds held in trust for the Company.

IT IS FURTHER understood and agreed that the Consignee shall account to the Company for each and every gallon received as shown on the Company's consignment invoice to the Consignee and the Company assumes no responsibility whatever for any loss after delivery has been accepted by the Consignee. This includes loss by fire, theft, or any other loss or damage.

IT IS UNDERSTOOD that the Company by an authorized representative may inspect the consignment stock at all reasonable times of the day. Any shortage which may occur in Company stocks held in trust by the Consignee shall be settled for by the Consignee in cash in the same manner as if a sale had been made in the regular way.

IT IS FURTHER understood and agreed between the parties hereto that where the Consignee does not personally take delivery or accept delivery of any of the Company's products, delivery to any person driving a truck owned or operated by or for the Consignee or to any person at the premises operated by the Company or the Consignee shall, for the purpose of this agreement, be considered delivery to the Consignee.

THE CONSIGNEE agrees to supply and keep on hand sufficient drums of his own to the number of to take delivery of the Company's products and to properly carry on the business of delivering Company products to consumer customers.

THIS AGREEMENT may be terminated by the Company without prior notice to the Consignee if at any time the Company shall at its discretion feel that the Consignee is not properly accounting for Company stock or cash as per Company instructions, but the Consignee shall be liable hereunder until all monies and stocks have been properly accounted for and paid or delivered to the Company as hereinafter set forth.

AT THE TERMINATION of this agreement, the Consignee agrees to take over the entire Company stock and pay the Company for same in cash or, at the Company's option, return such stocks to the Company at point of delivery free of any storage, handling, or hauling charge, failing which the Company may take absolute possession of the said consigned stock without process of law and for that purpose may enter the premises of the Consignee without being deemed guilty of trespass in so doing, and any storage, handling, hauling, or other charges arising out of Company's taking possession of and returning such stocks to point of delivery shall be paid by Consignee. OTHERWISE, this agreement can be terminated in THIRTY DAYS by written notice one party to the other, at which time the Consignee agrees to return all records, etc. pertaining to the sale and delivery of Company products.

NO STATEMENT of account or other course of dealing shall constitute a waiver of any of the provisions of this agreement and no waiver shall be effective unless in writing signed by both parties hereto or their duly authorized agents.

THE CONSIGNEE'S remuneration for his services in connection with the sale of

EXHIBIT 584-3

the Company's products shall be the difference between the consignment invoice price from time to time and the price at which the goods are sold by the Consignee to his customers.

IN CONSIDERATION of the assistance given to the Consignee by the Company in the supplying of consignment stock, payment of gallonage taxes and fuel oil license together with making all returns to the Alberta Government, the Consignee agrees to confine himself exclusively to the sale and delivery of petroleum products as supplied by the Company during the life of this agreement. The Company advertises direct to the Consumer customer creating a demand for its products and the Company also announces to its customers that the Consignee is the sales and delivery representative of the Company.

IT IS EXPRESSLY understood and agreed that this agreement is a contract of sale only and the Consignee has no authority to transact any business for or on behalf of the Company, neither is the Consignee to be considered in any way an employee of the Company, nor has the Company any responsibility for any action of the Consignee. Further to this, the Consignee agrees to pay all business taxes and other assessments which may be levied in connection with the carrying on of his business.

THE CONSIGNEE agrees to give the Company at least THIRTY DAYS written notice in the event of his deciding to sell or dispose of his business, and also the name and address of the purchaser or successor.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

THE ACCEPTANCE of this application by the Company shall constitute a binding agreement between the parties hereto embodying above agreement.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement the day and year first above mentioned or written.

LION OILS LIMITED

..... per.....
Consignee Manager

....

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Exhibit 585

Straight Run Gasoline

	Calgary	3 Hills	Innisfail	Red Deer	Lacombe	Ponoka	Wetaskiwin	New Norway	Edmonton	Athabasca
Tank Wagon Price	12.500	14.200	14.300	14.600	14.900	15.000	15.400	15.400	15.900	17.500
Cost f.o.b. Refinery	9.125	9.125	9.125	9.125	9.125	9.125	9.125	9.125	9.125	9.125
Cartage	.250	1.350	1.200	1.500	1.635	1.905	2.235	2.625	2.700	4.200
Agents or Dealers commission	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
Margin of Profit	1.125	1.725	1.975	1.975	2.140	1.970	2.040	1.650	2.075	2.175

Tractor Kerosene

Tank Wagon Price	11.000	12.800	12.900	13.200	13.900	14.000	14.400	14.400	14.900	16.500
Cost f.o.b. Refinery	7.625	7.625	7.625	7.625	7.625	7.625	7.625	7.625	7.625	7.625
Cartage	.250	1.350	1.200	1.500	1.635	1.905	2.235	2.625	2.700	4.200
agents or Dealers Commission	1.500	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
Margin of Profit	1.625	1.825	2.075	2.075	2.640	2.470	2.540	2.150	2.575	2.675

Margin of Profit does not allow for:-

Shrinkage when sales are made to dealers.
1% shrinkage allowed to consignment agents.
Bad Accounts.
Drums Loaned.
Overhead.

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EXHIBIT 586

Representative Points in Alberta

	Old Tank-Wagon Prices					New Tank Wagon Prices							Change				
	E.	G.	S.R.		T.K.	L.K.	E.	G.	S.R.		T.K.	D.	L.K.	E.	G.	S.R.	T.K.	L.K.
Calgary	19	165	14	-1½	13 -2	185	19	165	13	-½	12 -1		185	—	—	—	—	—
Three Hills	208	183	143		133	203	202	177	142		132 -4/10		197	.6	.6	.1	.5	.6
Innisfail	209	184	144		134	204	203	178	143		133 -4/10		198	.6	.6	.1	.5	.6
Red Deer	212	187	147		137	207	206	181	146		136 -4/10		201	.6	.6	.1	.5	.6
Lacombe	214	189	154		144	209	209	184	149		139		204	.5	.5	.5	.5	.5
Ponoka	216	191	166		156	211	21	185	15		14		205	.6	.6	1.6	1.6	.6
Wetaskiwin	218	193	168		158	213	214	189	154		144		209	.4	.4	1.4	1.4	.4
New Norway	219	194	169		159	214	214	189	154		144	153	209	.5	.5	1.5	1.5	.5
Edmonton	22	195	17		16	215	219	194	159		149	131	214	.1	.1	1.1	1.1	.1
Athabasca	233	208	183		173	228	233	208	175		165		228	—	—	.8	.8	—

Price Change effective July 24th, 1939.

Mechanics of Price Change.

1. General change in freight rates reduced prices in all points within 200 miles (approximately0 of Calgary.

   e.g. Lacombe
   Three Hills
   Edmonton.

2. Reduction of Calgary basic tank-wagon on Third Structure and Tractor Kerosene 1¢. This reduction taken from special competitive discount. Therefore any point where a special competitive discount was in effect there is no net reduction, but any point where there was no special competitive discount, price is reduced 1¢ over any reduction in freight rates.

   e.g. Edmonton
   New Norway.

Information concerning Lion Oils Limited Operations

as Requested by

Mr. J. J. Frawley, Commission Counsel

Over and Above

Exhibit 545.

Exhibit "A"

Lion Refining Company purchases only Standard and Ethyl Grade Gasolines from the Texas Company of Canada Limited.

f.o.b. Texas Company Refinery	Standard Gasoline Imp. Gals. 60 degrees F.	Ethyl Gasoline Imperial Gals. 60 degrees F.
Sunburst, Montana	7.50¢	9.00¢
Duty	1.00¢	1.00¢
Sales and Excise Tax	.68¢	.80¢
Brokerage	.10¢	.10¢
Transportation	3.35¢	3.35¢
	12.63¢	14.25¢

Exhibit "B"

Lion Oils Limited
Analysis of Service Station Property Account
and Depreciation Reserve.
as at
May 31, 1939.

Station	Capital	Investment	Reserve	Net Book Value
Calgary No. 1 (c)	$4,591.32			
Calgary No. 1 Whse.	241.15	$4,832.47	$2,118.97	$2,713.50
Calgary No. 2		617.94	393.93	224.01
Calgary No. 3		1,207.91	825.28	382.63
Edmonton No. 1 (c)	3,949.40			
Edmonton No. 1 Whse.	234.89	4,184.29	3,742.74	441.55
Red Deer No. 1 (C)	1,773.12			
Red Deer No. 1. Whse.	293.71	2,066.83	612.06	1,454.77
		12,909.44	$7,692.98	$5,216.46

(C) - Combination Station

Exhibit "D"

Wholesale and Retail outlets operated by Lion Oils Limited:-

Calgary	No. 1	Combination Station
Calgary	No. 2	Retail Station
Calgary	No. 3	Retail Station
Edmonton	No. 1	Combination Station
Red Deer	No. 1	Combination Station.

Exhibit "C"

Lion Oils Limited
Total Sales of all Motor Fuels

	Marketed 1937	Marketed Jan. - June, inc. 1939.
Ethyl Gasoline	4,950	36,316¾
Standard Gasoline	181,554	217,180
Third Grade Gasoline	459,594	357,691¼
Tractor Gasoline 1st Grade	334,928	220,750½
Tractor Gasoline 2nd Grade	147,157	8,136
Kerosene Distillate 1st Gr.	141,531	117,277
Kerosene Distillate 2nd G.	127,794	
Tractor Fuel	146,911	4,438
Naphtha	139,869	2,145
Diesel Fuel	30,529	47,651
Lamp Kerosene		10,660
Spray Oil		9,540
Stove Oil		5,565½
Casinghead		450
	1,714,817	1,037,801

Exhibit "F"

Price Lists Attached

Exhibit "G"

See Interim Report and Separate Memo.

Exhibit "I"

Lion Oils Limited
Consolidated Profit & Loss Statement
For the Year ended December 31, 1938.

Sales			$377,254.12
Cost of Sales			313,365.71
Gross Profit			63,888.41
Miscellaneous Income			3,575.81
			67,464.22
Administrative Expenses		$21,424.17	
Selling Expenses		8,602.40	
Trucking Expenses	$25,423.98		
Less Revenue from trucks	12,661.39	12,762.59	
Service Station Expenses		20,137.59	62,926.75
Net Profit			$4,537.47

Submission by Lion Oils Limited with respect to the importation of Lubricating Oils and the sale thereof on the Alberta market.

As stated in our interim report, up to and including 1938, we purchased our lubricating oils from the Motor Oils and Greases in Calgary, paying them the following prices f.o.b. Calgary:-

Lion Brand - 50¢ per gallon
Tiger Brand - 40¢ per gallon

The oil that we were purchasing from them was a high-grade Mid-Continent oil which they themselves brought in from the United States.

Our sales volume of lubricating oil was sufficiently large during 1938 that we decided to purchase direct from the refiner instead of dealing through another jobber. Consequently, we were open to quotations on lubricating oil both from Canadian and American refiners. We decided to purchase a Mid-Continent oil of equal quality as that supplied us by the Motor Oils and Greases. As far as the Canadian situation is concerned, the only refineries manufacturing lubricating oil were situated in Eastern Canada and none of them, we were informed, processed a Mid-Continent oil. In addition to this, they are both owned by our major company competitors and we have always felt, as a general policy, that it is better not to rely on your competitors for supplies of petroleum products. We did, however, receive a call from the Imperial Oil who offered us both Pennsylvania and South American oils. However, they had no oil to match what we required.

After considerable correspondence with various lube oil refineries in the United States, we consumated a deal with the Deep Rock Oil Corporation of Minneapolis and commenced purchasing from them our lubricating oil requirements for our spring business. We brought these oils into Canada in

drums and found the average cost to be, f.o.b. Calgary less the drums:-

Lion Brand - 37.5¢ per gallon
Tiger Brand- 36.2¢ per gallon

We then decided to bring in the oil by tank car, first bringing in a car of blended Lion Brand which cost us 31.6¢ per gallon, a saving over drum shipment of nearly 6¢. We have subsequently brought in Neutral and Bright Stock oils so that we can blend our own Lion and Tiger brand to our own specifications, blending the oil into the proper S.A.E. numbers as required. We find the average cost per gallon f.o.b. Calgary to be as follows:-

Lion Lube - 31.5¢ per gallon
Tiger Lube- 31¢ per gallon

We have omitted the cost of drums or drumming from these calculations to endeavor to arrive at comparative figures. In determining our selling price, it would, of course, be necessary to add to the above mentioned costs a drumming charge representing labor and machinery involved in the blending and drumming of this oil.

Our consumer prices on this oil which are, of course, freight paid to any point in Alberta, are,

Lion Oil -- 90¢ per gallon
Tiger Oil -- 65¢ per gallon

The regular dealer net prices in 1938 were:- (f.o.b. Calgary)

Lion Oil -- 76½¢ per gallon
Tiger Oil -- 55¼¢ per gallon

With our reduced cost, however, we offered additional discounts

ranging up to 10% from the above net prices which are given on a quantity basis to any dealer who sells sufficient oil to entitle him to a quantity discount. As the costs given above are all f.o.b. Calgary, consequently, when this oil is sold from our Red Deer or Edmonton distributation branches, we have to stand the freight. We also agree to pay all freight to the dealer's point of sale.

We have just commenced blending our own oils in Calgary and so we are not yet in a position to know exactly what costs it entails for drumming, but if the spread is as good as it seems that it will be, we intend, in line with our general policy of selling our goods at a price returning us a fair profit over cost, to reduce the selling price on our lubricating oils.

CALGARY

NO. 1. Date June 15, 1939.

SERVICE STATION BULLETIN

RE ..... PRICES

GASOLINES AND FUELS

	Retail	Commercial	Wholesale (20 gals or over) (Tax Extra)
Ethyl	29½	27½	19
Lion Gold	27	25½	16½
Lion White	25	23½	13
Tractor Kerosene			11
Diesel Fuel #1			9
Lamp Kerosene	25		16½
Stove Oil	10		10
Tractor Gasoline			11½

OILS

Quaker State	45 Qt.	40 qt.	1.40 gal
Kendall and Veedol	45 qt.	40 qt.	1.32 gal
Lion Oil	35 qt. 1.25 gal	25 qt.	.90 gal
Tiger Oil	25 qt. 90 gal.		.65 gal
Lion Transmission Oil	35 qt. 1.25 gal	25 qt	.90 gal

GREASES - (With Service in Gun)

Transmission (Special)	35 lb.	25 lb.
Transmission (Regular)	25 lb.	20 lb.
All other Greases	25 lb.	20 lb.

GREASES

Cup, Special Bearing Gun, Duro Gun, Axle:-

Bulk	.09	1-lb. cans	.15
5-lb. cans	.70	10-lb. cans	1.30
25-lb. cans	3.25	100-lb. cans	10.00
30-lb. measures	3.50	Half bushel measures	3.50

Extreme Pressure Lubricants (Transmission Oils):

Bulk	90¢ per gal.	100-lb. kegs	10.00

Fibre Grease:

Bulk	9½¢

Water Pump Grease:

1 lb.	20¢	5 lbs.	.80

EMPTY DRUMS AND CONTAINERS:

Heavy Galvanized	$8.00	Half Lube Drums	$2.50
Large Lube Drums (new)	4.50	Quarter Lube Drums	1.75
Large Lube Drums (used)	3.00	400# Kegs	3.50

All drums and kegs returnable for credit if in good condition 100# kegs also returnable at $1.00 each.

EXHIBIT 587

RED DEER

NO. 1. SERVICE STATION BULLETIN DATE June 15, 1939.

Re.....PRICES.....

GASOLINES AND FUELS	Retail	Commercial	Wholesale (20 gals. or over) (Tax Extra)
Ethyl	32½	30½	21
Lion Gold	30	28	18½
Lion White	27	25	15
Tractor Kerosene			13
Diesel Fuel #1			11
Lamp Kerosene	27	25(5 gals.)	18½
Stove Oil	12		11

OILS			
Quaker State	45 qt.	40 qt.	1.40 gal.
Kendall and Veedol	45 qt.	40 qt.	1.32 gal.
Lion Lube	35 qt. 1.25 gal	25 qt.	.90 gal
Tiger lube	25 qt. 90 gal.		.65 gal.
Lion Transmission Oil	35 qt. 1.25 gal	25 qt.	.90 gal.

GREASES -- (With Service in Gun)		
Transmission (Special)	35 lb.	25 lb.
Transmission (Regular)	25 lb.	20 lb.
All other greases	25 lb.	20 lb.

GREASES

Cup, Special Bearing Gun, Duro Gun, Axle:-

Bulk	.09		
5-lb. cans	.70	1-lb. cans	.15
25-lb. cans	3.25	10-lb. cans	1.30
30-lb. measures	3.50	100-lb. cans	10.00

Extreme Pressure Lubricants (Transmission Oils):
S.A.E. 80, S.A.E. 110, S.A.E. 160.

Bulk	90¢ per gal.	100-lb kegs	$10.00

Fibre Grease:

Bulk	9½¢

Water Pump Grease:

1-lb.	20¢	5 lbs.	80¢

EMPTY DRUMS AND CONTAINERS:

Heavy Galvanized	$8.00	Half Lube Drums	$2.50
Large Lube Drums (new)	4.50	Quarter Lube Drums	1.75
Large Lube Drums (used)	3.00	400# kegs	3.50

All drums and kegs returnable for credit if in good condition.
100# kegs returnable also at $1.00 each.

Exhibit 587

NO. 1

EDMONTON

Date
June 15, 1939.

SERVICE STATION BULLETIN
RE ..... PRICES

GASOLINES AND FUELS

	Retail	Commercial	Wholesale (20 gals or over) (Tax Extra)
Ethyl	32	30½	22
Lion Gold	29½	28	19½
Lion White	27	25½	16
Tractor Kerosene			14
Diesel Fuel #1			12
Lamp Kerosene	28	26 (5 gals)	19½

OILS

Quaker State	45 qt.	40 qt.	1.40 gals.
Kendall and Veedol	45 qt.	40 qt.	1.40 gal.
Lion Lube	35 qt. 1.25 gals.	25 qt.	.90 gal.
Tiger Lube	25 qt. 90 gal.		.65 gal.
Lion Transmission	35 qt. 1.25 gal.	25 qt.	.90 gal.

GREASES - (With Service in Gun)

Transmission (Special)	35 lb.	25 lb.	
Transmission (Regular)	25 lb.	20 lb.	
All other greases	25 lb.	20 lb.	

GREASES

Cup, Special Bearing Gun, Duro Gun, Axle:

Bulk	.09		
5-lb. cans	.70	1-lb. cans	.15
25-lb. cans	3.25	10-lb. cans	1.30
30-lb. measures	3.50	100-lb. kegs	10.00

Extreme Pressure Lubricants (Transmission Oils):
S.A.E. 80, S.A.E. 110, S.A.E. 160

Bulk	90¢ per gal.	100-lb. kegs	10.00

Fibre Grease:

Bulk	9½¢		

Water Pump Grease:

1-lb.	20¢	5 lbs.	80¢

EMPTY DRUMS AND CONTAINERS:

Heavy Galvanized	$8.00	Half Lube Drums	$2.50
Large Lube Drums (new)	4.50	Quarter Lube Drums	1.75
Large Lube Drums (used)	3.00	400# Kegs	3.50

All drums and kegs returnable for credit if in good condition
100# kegs also returnable at $1.00 each.

EXHIBIT 587

INSPECTIONS AND DISTILLATIONS.
SUMMER SPECIFICATIONS

..LION.....REFINERY .....AUGUST.2nd.....1939.

Reference No.	EXHIBIT "E"					
Stock	Average Distillation					
	Lion White	Ethyl	Standard	Tractor Gasoline	Tractor Kerosene	Diesel
Tank No.						
A.P.I. Grav.	59.2	61.5	59.0	56.8	42.0	34.2
Specific Grav.						
Flash/Fire						200/245
Visc. @						
Visc. @ 100						50
Pour Point						20
Color(as is)	30	red	gold	25	25	lemon
Color(2H @ 212)						
BS & Water						
Sulphur %	.015	.01	.01	.015		.05
Corrosion	pass	pass	pass	pass	caustic washed	
Doctor Test	sweet	sweet	sweet	possitive	negative	sweet
Acid Heat	Nil	Nil	Nil			
Gum Test						
Odour	Sweet	Sweet	Sweet	Good		
Reid VP	10#	10#	10#			
Octane Number	55	78-80	68-70			
C.C. Lead Req'd						
S. E. Number						
Carbon Res.						
Precipitation No.						
Neutralization No.						
I. B. P.	83	85	85	88	118	385
B. T. U.						19640
% off @ 122	7½	8	8	5½		
140	12	15	13	9½		
158	16½	21½	17½	14	2	
203	33½	41½	32½	28	5	
212	37	46	35½	31	6	
221	40	50½	38½	34	7	
257	55½	66	54½	51	9½	
284	66	78	64	59½	10½	
302	75	83½	72	65	13	
356	92	96	93½	81	19½	
374	97		97½	87½	22½	
392				88	26	
400				89	28	
437				93	41	½
460				94½	56	1
500					81½	8
560						52
600						84
700						
F. B. P.	397	375	385	506	550	634
Residue	1%	1%	1%	1%	1%	1½%
Disposition						

BECKER OIL COMPANY LIMITED

Statement of Cost, Purchases, Sales and Operating Expenses of CAMROSE STation for the Twelve Months ending Feb'y. 28, 1939.

The Camrose Station was erected in 1934-5 and has continually operated on a straight Salary basis. The original investment with additions to the Storage capacity of the Station amounted $5,490.64 distributed as follows:-

Land	139.25	
Buildings Frame	1,408.28	
Machinery & Equipment	482.13	
Tanks and Pumps	3,249.88	
Furniture & Fixtures	211.10	$ 5,490.64

Storage Capacity of Station 36,000 Gals.

After allowance for Depreciation for period ending March 31, 1938 the Station had a bank value of $4,630.64. When Richfield Distributors Ltd., the original Company went out of business, the Station was sold to Becker Oil Co. Ltd. for a price of $4,000.00 and is so shown on the Financial Statement of this Company.

The Camrose Station has one Wholesale outlet and 2 retail pumps.

We have never considered it necessary to segregate the operations of the individual Stations, consequently the preparing of this Statement has entailed a great deal of work. We cannot guarantee its absolute accuracy, but believe it to be quite accurate and are of the opinion that it gives a true picture of the operation of this outlet.

No charges have been included for Head Office Salaries or general Administration.

STATEMENT OF GASOLINE

	On Hand March 1/38	Purchased Gallons	Total Gallons	Total Gallons	On hand Feb. 28/39.
No. 1 green gas.		5709	5709	4405	958
No. 2 Refiner	10092	16351	26443	21743	3497
Naphtha	8028		8028	7837	-
Tractor Gas	9631	20425	29456	24606	2150
Tractor-Kero.	3097		3097	875	2141
Diesel Fuel		3644	3644	2972	638
Amber Dist.		8833	8833	9510	-
Lamp Kero.	42	1310	1352	1184	158
Total Gallons	30290	56272	86562	73132	9542
Shrinkage Loss	3888 Gallons 4.49%				

PRICE SCHEDULE

	Retail	Wholesale
No. 1 Green	.30¢	.26¢
No. 2 Refined	.27	.24
Naphtha	-	-
Tractor Gas	-	.23
Tractor Kero	-	.24½
Diesel Fuel	-	.20
Amber Dist.	-	-
Lamp Kero.	.25	-

Wholesale Prices as of April 1, 1939.

No. representative SALES during February due to road conditions.

BECKER OIL COMPANY

OPERATING

SALES EXPENSES

SALES

Fuel Oils		$12,323.66	
Lamp Kerosene		293.66	
Lubricating Oils		1,343.62	
Greases & Misc.		439.86	$14,400.80

Cost of Sales

Inventory March 1, 1938.

Fuel Oils basis f.o.b. Camrose	$3,638.51		
Lubricating Oils	145.00		
Greases & Misc.	75.00	3,858.51	

Purchases Basis f.o.b. Camrose

Fuel Oils	6,646.27		
Lubricating Oils	1,126.25		
Greases & Misc.	292.69	11,923.72	

Less Inventory Feby. 28, 1939

Basis f.o.b. Camrose			
Fuel Oils	1,191.16		
Lubricating Oils	151.74		
Greases & Misc.	112.06	1,454.96	10,468.76

Gross Trading Profit $ 3,932.04

Deduct Expenses

Truck Expenses	587.46	
Sundry " , fuel, etc.	176.65	
Wages	1,654.40	
Taxes	123.75	
Phones	65.10	
Light	66.76	
Truck License	35.00	
Prop'n of fuel oil license	19.50	
" of work Camp Board	20.68	
Insurance Bldgs.	59.00	
Insurance Truck	41.00	
Depreciation expense	332.50	3,181.80

Net Profit 750.24

EXHIBIT 589

BRIEF concerning

PLANT OPERATIONS of

BECKER REFINERIES LIMITED

This is a brief concerning the operations of the Becker Refineries Limited plant at Royalties, Alberta.

The plant is a combination type consisting of an ordinary crude topping unit and a cracking unit. The cracking unit is made up of a high-pressure pump, a valve for controlling pressure, and the usual fractionating tower; automatically controlled.

The yields shown in the accompanying table are yields expressed as percentages of the total charge, which is a mixture of varying proportions of crude and rerun stock.

These yields are then variable with the amount of crude in the charge, the type of rerun stock, the rate of flow through the cracking furnace, the fluid temperature and pressure in this furnace, and time required to lower this temperature and pressure at the outlet from the furnace, and many other controllable and fixed physical conditions. The yields may also be varied directly by the operator to meet the demands for the different products, since the operating conditions are changed daily according to the amount of each individual product required.

Consequently it is not logical to make any generalizations as to performance nor to take any averages for more than one day without first knowing all local conditions applying during that period and weighing the effect of each.

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EXHIBIT 589

DAILY YIELDS

IN PERCENTAGES OF TOTAL CHARGE TO PLANT

Date	Total Charge bbls	Cracked Gasoline bbls	%	Straight -run Gasoline bbls	%	Residuum & Rerun Stock bbls	%	Proportion of charge lost bbls	%
March 10	451.17	34.00	7.7	94.46	20.9	312.39	69.2	10.32	2.3
11-12	1098.59	192.90	17.6	413.36	37.6	374.03	34.0	118.10	10.8
13	245.69	82.17	33.5	3.01	1.2	126.37	51.5	34.14	13.9
14	203.87	88.41	43.4	1.99	1.0	112.08	55.0	1.39	0.7
15	235.69	63.10	26.8	45.87	19.5	123.96	52.7	4.76	2.2
16	235.36	74.99	31.9	64.13	27.2	68.96	29.3	27.18	11.5
17	325.67	80.00	24.6	163.61	50.2	70.92	21.8	11.14	3.4
18-19	639.71	166.04	26.0	250.07	39.1	166.12	26.0	57.48	9.0
20	301.22	61.97	20.6	115.90	38.5	82.66	27.4	40.69	13.5
	3736.97								

EXHIBIT 590

GREAT WEST DISTRIBUTORS LIMITED

Date	Inv.No.	Agency Sold at	Product	Standard Tank Wagon price	Selling price per gallon	Difference
1939						
May 27	13781	Lethbridge	R. H. Gaso.	17.7	16.7	.0100
27	13792	Lethbridge	Ethyl	20.2	19.2	.0100
June23	28057	Lethbridge	R. H. Gaso.	17.7	16.7	.0100
20	28020	Lethbridge	R. H. Gaso.	17.7	16.7	.0100
May 27	13783	Lethbridge	Trac. Kero.	12.2	11.2	.0100
25	13767	Lethbridge	R. H. Gaso.	17.7	16.7	.0100
20	108383	Dewberry	R.H. Gaso.	20.8	19.8	.0100
20	"	"	Trac. Gaso.	18.3	17.3	.0100
May 15	108377	"	R. H. Gaso.	20.8	19.8	.0100
15	"	"	Trac. Gaso.	18.3	17.3	.0100
15	"	"	Trac. Kero.	17.3	16.3	.0100
29	108393	"	Trac. Kero.	17.3	16.3	.0100
Apr. 20	35889	Calgary	Trac. Gaso.	12.5	11.0	.0150
May 11	50009	Calgary	Trac. Gaso.	12.5	11.0	.0150
Apr. 12	33632	Calgary	Trac. Gaso.	12.5	11.0	.0150
Mch 30	31916	Calgary	Trac. Gaso.	12.5	11.0	.0150
Apr 26	116785	Ponoka	Trac. Kero.	15.6	14.6	.0100
22	116779	"	Trac. Kero.	15.6	14.6	.0100
Mch 15	71969	Bow Island	Trac. Kero.	13.1	12.1	.0100
25	71981	" "	Trac. Kero.	13.1	12.1	.0100
28	71998	" "	Trac. Kero.	13.1	12.1	.0100
30	22963	" "	Trac. Kero.	13.1	12.1	.0100

Ex. 590(a) -- Invoices supporting statement Exhibit 590.

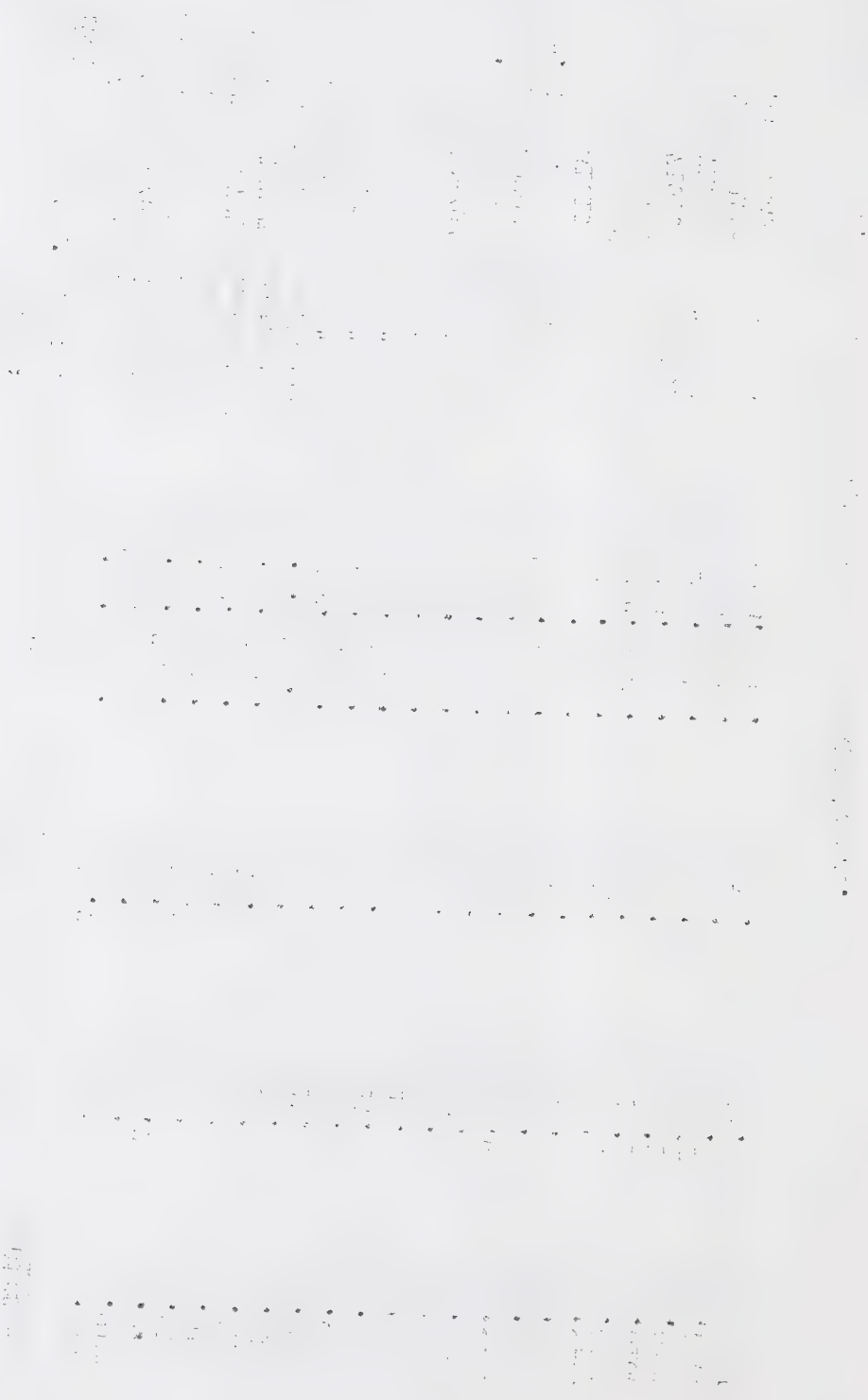


Exhibit X

BECKER REFINERIES LIMITED

STATEMENT OF INCOME AND DISBURSEMENTS FOR YEAR ENDED JANUARY 31st, 1939.

Net Sales		205,776.00
Less Excise Tax		13,326.97
		192,449.03
PURCHASES		
Refining Costs	136,385.18	
Boiler expense	1,579.95	
Distillation Unit expense	1,078.30	
Production Contract expense	637.64	
Production Contract expense	2,000.00	
	141,681.07	
Less Inventory of Merchandise, Jan. 31/39	9,302.13	
Cost of Sales		132,378.94
Gross operating Profit		$60,070.09
EXPENSES		
Advertising	20.00	
Car Expenses	2,083.18	
Cash shortage	19.51	
Depreciation expense	7,428.10	
General Plant expense	4,705.08	
Incorporation expense	541.90	
Interest & exchange	672.25	
Insurance	1,600.00	
Lease Rental	500.00	
Rental of Building	90.00	
Rental of Tanks	2,490.00	
Selling expenses	999.73	
Stationery & Supplies	229.80	
Surface Rights	243.75	
Taxes & Licenses	248.60	
Telephones & Telegraphs	342.94	
Travelling expenses	1,044.50	
Wages	29,888.19	
Work. Comp'n Board expense	375.29	
Total expenses		53,522.82
Net Profit		$6,547.27
OTHER INCOME		
Commission on Fuel Oil Tax Coll'ns	1,510.38	
Supervision - Central Oils Limited	300.00	
" Oil Investors Limited	500.00	2,310.38
Total Net Profit		8,857.65

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Exhibit X

BECKER REFINERIES LIMITED

BALANCE SHEET AS AT JANUARY 31st, 1939.

ASSETS

Current			
Accounts Receivable			$2,645.28
Cash			381.25
Inventory of Merchandise			9,302.13
Commissions earned (Fuel Oil Tax)			59.41
Total current assets			$12,388.07
Advances to Affiliated Companies			
Becker Oil Company Limited		14,174.85	
Richland Oils Limited		5,516.22	19,691.07
Fixed			
Automobiles	4,281.00		
Less Reserve for Depr'n	590.00	3,691.00	
Chemical Treat. Plant	1,630.28		
Less Reserve for Depr'n	326.00	1,304.28	
Cooling Tower	1,178.09		
Less Reserve for Depr'n	235.60	942.49	
Distillation Unit	40,328.26		
Less Reserve for Depr'n	6,049.00	34,279.26	
Furniture & Fixtures	150.00		
Less Reserve for Depr'n	15.00	135.00	
Office Building (Shack)	76.85		
Less Reserve for Depr'n	15.00	61.85	
Pipe Line	407.32		
Less Reserve for Depr'n	60.00	347.32	
Laboratory Equipment	250.00		
Less Reserve for Depr'n	37.50	212.50	
Tanks	1,000.00		
Less Reserve for Depr'n	100.00	900.00	
Total Fixed Assets			$41,873.70
Deferred Charges			
Unexpired Insurance			770.10
			$74,722.94

LIABILITIES

Current			
Accounts Payable			$12,737.34
Accrued Rental			119.68
Accrued Wages			3,089.94
Total Current Liabilities			15,946.96
Advances from Affiliated Companies			
W. Fay Becker	18,176.39		
Fay's Sales Service	20.72		
Richfield Distributors Limited	838.77		
Rich-well Oil Company Limited	311.73		
Rocky Mtn. Bungalow Camps Limited	3,856.43		
			23,204.04
Shareholders Credit Balances			
H. W. Becker	4,793.64		
D. F. Becker	3,550.65		8,344.29
Capital and Surplus			
Capital			
Authorized 20,000 shares of $1.00 each; Issued and fully paid, 18,370 shares	18,370.00		
Surplus			
Profit for year ended January 31st., 1939	8,857.65		
Shareholders Equity			27,227.65
			$74,722.94

BECKER OIL COMPANY LIMITED
CALGARY, ALBERTA

Balance Sheet, February 28,1939

ASSETS

Current		
Accounts Receivable		$ 2,694.87
Less Reserve for Bad Debts		200.00
		$ 2,494.87
Bank		817.72
Cash		354.79
Commissions Earned(Fuel Oil Tax)		143.06
Inventory of Merchandise		3,615.32
Total Available Assets		7,425.76
Advances to Affiliated Companies		
Oil Investors Ltd.	$ 94.60	
Renfrew Toyalty Co. Ltd.	80.60	
Richfield Distributors Ltd.	39,000.50	
Rocky Mtn.Bungalow Camp Ltd.	24,359.27	
Total		$ 63,534.97
Fixed		
Buildings	$12,142.04	
Less Reserve.	355.50	$11,786.54
Frost Fence		298.23
Furn.& Fixtures	$ 722.50	
Less Reserve	72.50	$ 650.00
Land		$ 3,939.25
Mach.& Equipment	$ 2,120.30	
Less Reserve	211.00	$ 1,909.30
Tanks & Pumps	$10,746.03	
Less Reserve	1,061.50	$ 9,684.53
Total Fixed Assets		$ 28,267.85
Deferred Charges		$ 1,006.86
Deposits as Guarantees		$ 6.00
Drums		$1,021.79
		$101,263.23

LIABILITIES

Current		
Accounts Payable		$ 14,842.84
Accrued Wages		1,245.97
Accrued Utilities		322.94
Customers' Credit Balances		238.22
Total Current Liabilities		$ 16,649.97
Advances from Affiliated Companies		
W. Fay Becker	$34,058.48	
Becker Refineries Ltd.	14,301.79	
Fay's Sales Service	2,095.39	
Total		$ 50,455.66
Shareholders' Credit Balances		
H.W. Becker	$13,409.57	
D.F. Becker	15,224.76	
Total		$ 28,634.33
Capital and Surplus		
Capital - Authorized 20,000 Shares at $1.00 each		
Issued and fully paid . 2		
Profit for year ended Feb. 28, 1939.		$ 5,523.27
		$101,263.23

Exhibit Y

BECKER OIL COMPANY LIMITED
CALGARY, ALBERTA

Statement of Operations for the Year ended February 28,1939.

Total Sales		$200,643.43
Cost of Sales		
Purchases of Gas, Oil & Merchandise	$151,323.62	
Trucks & Trucking Expense	8,415.69	
Truck Wages	2,333.25	
	$162,072.56	
Less Inventory, February 28, 1939	3,615.32	
Total Cost of Goods Sold		$158,457.24
Gross Trading Profit		$ 42,186.19
Add Other Income		
Cash Average		$ 92.69
Commission on Fuel Oil Tax Collections		$ 2,269.59
Management Fees Received from Affiliated Companies		$ 300.00
		$ 44,848.47
Deduct Expenses		
Advertising	$ 1,662.98	
Bad Debts Expense	276.59	
Cars Expense	1,414.06	
Depreciation Expense	1,775.00	
Donations	241.15	
Interest, Discount & Exchange	371.51	
Insurance	832.66	
Office Expense	125.52	
Rental of Equipment	515.00	
Salaries, Office & Management	9,329.50	
Stationery & Supplies	414.58	
Stations Expense	4,726.86	
Sundry Expense	449.80	
Taxes & Licenses	1,522.93	
Telegraphs	51.65	
Travelling Expense	133.00	
Truck Expense(Camrose)	562.06	
Wages, Stations	14,586.52	
Workmen's Compensation Board Expense	333.83	
Total Expense		$ 39,325.20
Net Profit carried to Surplus Account		$ 5,523.27

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Exhibit Y

Becker Oil Company Limited

Schedule of Fixed Assets and Depreciation Reserve - February 28, 1939.

	Cost				Depreciation				
	Ledger Cost Feb.28, 1938	Additions	Ledger Cost Feb.28, 1939	Reserved Feb.28,1938	Taken this year Rate	Months	Amount	Reserved Feb.28,1939.	Book Value Feb.28, 1939.
Station No.2									
Buildings	Nil	$ 3,545.19	$ 3,545.19	Nil	2½	12	$ 88.50	$ 88.50	$ 3,456.69
Furnitures & Fixtures	Nil	155.50	155.50	Nil	10	12	15.50	15.50	140.00
Land	Nil	700.00	700.00	Nil	-	-	-	-	700.00
Machinery & Equipment	Nil	679.50	679.50	Nil	10	12	68.00	68.00	611.50
Tanks & Pumps	Nil	978.00	978.00	Nil	10	12	98.00	98.00	880.00
	Nil	$ 6,058.19	$ 6,058.19	Nil			$270.00	$270.00	$ 5,788.19
Station No. 3									
Buildings	Nil	$ 4,281.10	$ 4,281.10	Nil	2½	12	$107.00	$107.00	$ 4,174.10
Furniture & Fixtures	Nil	194.00	194.00	Nil	10	12	19.50	19.50	174.50
Land	Nil	2,000.00	2,000.00	Nil	-	6	-	-	2,000.00
Machinery & Equipment	Nil	351.30	351.30	Nil	10	12	35.00	35.00	316.30
Tanks & Pumps	Nil	5,054.95	5,054.95	Nil	10	12	505.50	505.50	4,549.45
	Nil	$11,881.35	$11,881.35	Nil			$667.00	$667.00	$11,214.35
Station No.4									
Buildings	Nil	$ 2,214.50	$ 2,214.50	Nil	2½	12	$ 55.00	$ 55.00	$ 2,159.50
Furniture & Fixtures	Nil	106.00	106.00	Nil	10	12	10.50	10.50	95.50
Land	Nil	1,000.00	1,000.00	Nil	-	-	-	-	1,000.00
Machinery & Equipment	Nil	317.00	317.00	Nil	10	12	31.00	31.00	286.00
Tanks & Pumps	Nil	1,407.75	1,407.75	Nil	10	12	140.50	140.50	1,267.25
	Nil	$ 5,045.25	$ 5,045.25	Nil			$237.00	$237.00	$ 4,808.25
Station No.5									
Buildings(Frame)	Nil	$ 1,065.25	$ 1,065.25	Nil	5	12	$ 53.00	$ 53.00	$ 1,012.25
Furniture & Fixtures	Nil	128.50	128.50	Nil	10	12	13.00	13.00	115.50
Land	Nil	139.25	139.25	Nil	-	-	-	-	139.25
Machinery & Equipment	Nil	295.50	295.50	Nil	10	12	29.50	29.50	266.00
Tanks & Pumps	Nil	2,371.50	2,371.50	Nil	10	12	237.00	237.00	2,134.50
	Nil	$ 4,000.00	$ 4,000.00	Nil			$332.50	$332.50	$ 3,667.50
Station No.6									
Buildings (Frame)	Nil	$ 1,036.00	$ 1,036.00	Nil	5	12	$ 52.00	$ 52.00	$ 984.00
Furniture & Fixtures	Nil	138.50	138.50	Nil	10	12	14.00	14.00	124.50
Land	Nil	100.00	100.00	Nil	-	-	-	-	100.00
Machinery & Equipment	Nil	477.00	477.00	Nil	10	12	47.50	47.50	429.50
Tanks & Pumps	Nil	676.28	676.28	Nil	10	12	67.50	67.50	608.78
	Nil	$ 2,427.78	$ 2,427.78	Nil			$181.00	$181.00	$ 2,246.78
Tanks & Pump @ Olds.	Nil	$ 257.55	$ 257.55	Nil	10	6	$ 13.00	$ 13.00	$ 244.55

EXHIBIT "543"

Auditors Statement for the year ended December 31, 1938, of the Lion Refining Company, Calgary, Alberta, prepared by Messrs. Henderson & Teare, Chartered Accountants.

---oOo---

This Exhibit will be found out of its proper place as a question was raised as to its admissibility.

---oOo---

HENDERSON & TEARE -
Chartered Accountants

Calgary, Alberta
February 10,1939.

L. L. Plotkins, Esq.,
Proprietor, Lion Refining Company
and Lion Producing Company,
Calgary, Alberta.

Sir:

In accordance with your instructions we have made an examination of the accounts of Lion Refining Company and Lion Producing Company for the year ended December 31, 1938, and now submit our report thereon, together with financial statements and relative schedules as enumerated in the index appended hereto.

After meeting all operating expenses including the maintenance of physical properties and the

EXHIBIT "343" Con'd

provision for depreciation thereon the net income of the Proprietorship for the year ended December 31, 1938 amounted to $12,931.66. Such income resulted from the operations of the above mentioned two divisions of the Proprietorship as follows:

Net Profit - Lion Refining Company	$ 16,150.84
Net Loss - Lion Producing Company	3,219.18
Net Profit for Year	$ 12,931.66

Further particulars of the operations for the year under review will be found in the Profit and Loss Account, Exhibit "A" appended hereto.

The financial position of the Proprietorship as at December 31, 1938 is set forth in detail in the Balance Sheet, Exhibit "B" appended hereto.

The Reserve for Disputed Claims account in the amount of $8,062.36 represents two items at present under dispute relative to the operations of the Proprietorship as undernoted:

Sunburst Oils Limited	$ 5,637.36
E. Himle	2,425.00
	$ 8,062.36

The account in dispute with Sunburst Oils Limited is in respect of an agreement of the current year and it is anticipated will be settled in the near future by an arbitration board appointed in accordance with the terms of the agreement

The account in dispute with E. Himle as detailed above in the amount of $2,425.00 is in respect of the purchase of certain oil leases and properties in Montana.

Subject to the foregoing we report that we have received all the information and explanations we have required. In our opinion the attached Balance Sheet is properly drawn up to exhibit a true and correct view of the state of the Proprietorship as at December 31, 1938, according to the best of our information and the explanations given to us, and as shown by the books of the Proprietorship.

Chartered Accountants.

INDEX TO STATEMENTS

	Exhibit
Profit and Loss Account, for the Year ended December 31, 1938.....	"A"
Balance Sheet, as at December 31, 1938.....	"B"
Profit and Loss Account - Refinery, for the Year ended December 31, 1938	"C"
Balance Sheet - Refinery, as at December 31, 1938.....	"D"
Profit and Loss Account - Production, for the Year ended December 31, 1938.....	"E"
Balance Sheet - Production, as at December 31, 1938.....	"F"

	Schedule
Analysis of Fixed Assets and Depreciation Reserves, for the Year ended December 31, 1938 - Calgary.....	"I"
Analysis of Fixed Assets and Depreciation Reserves, for the Year ended December 31, 1938 - Montana.....	"II"

Exhibit "A"

PROFIT AND LOSS ACCOUNT

For the Year ended December 31, 1938

Sales			$ 266,330.14
Cost of Goods Sold:			
Inventory, January 1, 1938 - Refinery		$ 16,588.39	
- Wells		1,075.17	
		17,663.56	
Purchases for Year		216,326.22	
		233,989.78	
Inventory, December 31,1938			
- Refinery	$ 20,212.65		
- Wells	1,039.69	21,252.34	
		212,737.44	
Production Expense:			
Salaries and Wages	1,020.00		
Taxes	838.95		
Sundry	498.06		
Repairs	412.40		
Majestic Expense	207.52		
Legal and Audit	206.30		
Travelling	197.70		
Well Expense	168.74		
Telephone and Telegraph	66.53		
Insurance	58.45		
Interest and Exchange	52.17		
Depreciation	4,648.45		
Depletion	1,677.24	10,052.51	
Manufacturing Expense:			
Wages	9,978.88		
Repairs and Maintenance	6,680.72		
Power	1,546.21		
Chemicals	1,341.78		
Laboratory	610.37		
Workmen's Compensation	144.56		
Depreciation	5,080.05	25,382.57	$ 248,172.52
Gross Profit (Forward)			$ 18,157.62

EXHIBIT "543" Cont'd

Exhibit "A" (Continued)

PROFIT AND LOSS ACCOUNT (Continued)

For the Year ended December 31, 1938.

Gross Profit, (Brought forward)			$ 18,157.62
Miscellaneous:			
Sundry Income		$ 3,233.44	
Insurance Claim - Fire	$ 2,554.11		
Less Products Destroyed	285.63	2,268.48	
		5,501.92	
Less Provision for Doubtful Accts.		4,941.40	560.52
Gross Income			18,718.14
Administration Expense:			
Salaries and Wages		1,034.75	
Sundry		987.91	
Interest and Exchange		736.38	
Insurance		568.17	
Advertising		528.98	
Legal and Audit		455.00	
Sump Expense		450.00	
Stationery		285.73	
Taxes		186.09	
Telephone and Telegraph		178.02	
Light, Heat and Water		133.38	
Travelling		129.18	
Cartage		112.89	
			5,786.48
Net Profit			$12,931.66

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EXHIBIT 543-B

BALANCE SHEET

As at December 31, 1938.

ASSETS

Current Assets:		
Accounts Receivable:		
Automatic Harvester	9,882.80	
Less Reserve for Doubtful Accounts	4,941.40	
	4,941.40	
Lion Oils Limited	9,488.24	$ 14,429.64
Inventory on Hand:		
Finished and Crude Stocks - Calgary	20,212.65	
Crude Stocks - Montana	1,039.69	
Chemicals - Calgary	239.01	21,491.35
Total Current Assets		35,920.99
Fixed Assets:		
Property and Plant - Calgary (Schedule "1")	47,593.22	
Less Reserve for Depreciation	29,979.35	17,613.87
Property, Plant and Wells - Montana (Schedule "11")	49,958.68	
Less Reserve for Depreciation	10,539.02	39,419.66
Leases - Montana		651.00
Deposits		61.00
Prepaid Expense		439.15
Incorporation		63.50
		$ 94,169.17

LIABILITIES

Current Liabilities:			
Accounts Payable			$ 21,386.99
Bank Loan			5,000.00
Total Current Liabilities			26,386.99
Reserve for Taxes			3,163.46
Reserve for Disputed Claims			8,062.36
Reserve for Depletion			5,970.85
Deferred Credits - Interest			999.82
L. L. Plotkins - Capital Account:			
Balance, January 1, 1938		$ 40,774.25	
Less: Income Tax	$ 1,713.03		
Drawings	2,307.19	4,020.22	
		36,754.03	
Add: Profit for Year		12,931.66	
Balance, December 31, 1938			49,685.69
Contingent Liabilities - None Reported.			
			$ 94,169.17

(Referred to in the accompanying report dated February 10, 1939, of Henderson and Teare, Chartered Accountants.)

EXHIBIT 543-"C"

PROFIT AND LOSS ACCOUNT - REFINERY
For the Year ended December 31, 1938.

Sales			$ 259,621.19
Cost of Goods Sold:			
Inventory, January 1, 1938		$ 16,588.39	
Purchases for Year		216,326.22	
		232,914.61	
Inventory, December 31, 1938		20,212.65	
		212,701.96	
Manufacturing Expense:			
Wages	$ 9,978.88		
Repairs and Maintenance	6,680.72		
Depreciation of Plant	5,080.05		
Power	1,546.21		
Chemicals	1,341.78		
Laboratory	610.37		
Workmen's Compensation	144.56	25,382.57	238,084.53
Gross Profit			21,536.66
Administrative Expense:			
Salaries and Wages		1,034.75	
Sundry		987.91	
Interest and Exchange		736.38	
Insurance		568.17	
Advertising		528.98	
Legal and Audit		455.00	
Sump Expense		450.00	
Stationery		285.73	
Taxes		186.09	
Telephone and Telegraph		178.02	
Light , Heat and Water		133.38	
Travelling		129.14	
Cartage		112.89	5,786.48
Operating Profit			15,750.18
Miscellaneous:			
Sundry Income		3,073.58	
Insurance Claim - Fire	2,554.11		
Less Products Destroyed	285.63	2,268.48	
		5,342.06	
Less Provision for Doubtful Accounts		4,941.40	400.66
Net Profit for Period			$ 16,150.84

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EXHIBIT 543-D

BALANCE SHEET - REFINERY

AS at December 31, 1938.

ASSETS

Current Assets:		
Accounts Receivable:		
Automatic Harvester	$ 9,882.80	
Less Reserve for Doubtful Accounts	4,941.40	
	4,941.40	
Lion Oils Limited	17,509.57	$ 22,450.97
Inventory on Hand:		
Finished and Crude Stocks	20,212.65	
Chemicals	239.01	20,451.66
Total Current Assets		43,902.63
Fixed Assets:		
Property (Schedule "1")	47,593.22	
Less Reserve for Depreciation	29,979.35	17,613.87
Investment in Lion Producing Company		24,693.17
Deposits		61.00
Prepaid Expenses		439.15
Incorporation		63.50
		$ 85,773.32

LIABILITIES

Current Liabilities:			
Accounts Payable			$ 21,386.99
Bank Loan			5,000.00
Total Current Liabilities			26,386.99
Reserve for Taxes			3,163.46
Reserve for Disputed Claim			5,637.36
Deferred Credits - Interest			899.82
L. L. Plotkins - Capital Account:			
Balance, January 1, 1938		$40,774.25	
Less: Income Tax	$ 1,713.03		
Drawings	2,307.19	4,020.22	
		36,754.03	
Add: Profit for Year	16,150.84		
Less: Loss - Lion Producing	3,219.18	12,931.66	
Balance, December 31, 1938			49,685.69
Contingent Liability re N.S.G. Receivable			
			$ 85,773.32

(Referred to in the accompanying report dated February 10, 1939, of Henderson and Teare, Chartered Accountants.)

EXHIBIT 543-"E"

PROFIT AND LOSS ACCOUNT -PRODUCTION

For the Year ended December 31, 1938.

Sales		$ 7,577.62
Less Royalties		,868.67
		6,708.95
Inventory Adjustment:		
Inventory, January 1, 1938	$ 1,075.17	
Inventory, December 31, 1938	1,039.69	35.48
		6,673.47
Sundry Income		159.86
Gross Income		6,833.33
Expenses:		
Salaries and Wages	1,020.00	
Taxes	838.95	
Sundry	498.06	
Repairs	412.40	
Majestic Expense	207.52	
Legal and Audit	206.30	
Travelling	197.70	
Well Expense	168.74	
Telephone and Telegraph	66.53	
Insurance	58.45	
Interest and Exchange	52.17	3,726.82
Net Profit before providing for the following:		3,106.51
Depreciation	4,648.45	
Depletion	1,677.24	6,325.69
Net Loss(R) for Year		$ 3,219.18(R)

(R) Means Red Figures

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BALANCE SHEET - PRODUCTION

As at December 31, 1938.

ASSETS		
Inventory on Hand		$ 1,039.69
Property (See Schedule "II")	$ 49,958.68	
Less Reserve for Depreciation	10,539.02	39,419.66
Leases: Haugen	151.00	
Majestic	500.00	651.00
		$41,110.35

LIABILITIES		
Accounts Payable:		
Lion Oils Limited		$ 8,021.33
Reserve for Disputed Claim		2,425.00
Reserve for Depletion		5,970.85
L. L. Plotkins - Capital Account:		
Balance, January 1, 1938	$26,733.33	
Additions during year	1,179.02	
	27,912.35	
Less Loss for Period	3,219.18	
Balance, December 31, 1938		24,693.17
Contingent Liabilities - None Reported		
		$41,110.35

(Referred to in the accompanying report dated February 10, 1939, of Henderson and Teare, Chartered Accountants.)

Exhibit 543 "I"

ANALYSIS OF FIXED ASSETS AND DEPRECIATION RESERVES

For the Year ended December 31, 1938 - Calgary

	Balance December 31, 1937.	Additions Deductions(R) During Year	Balance December 31, 1938	Reserve as at December 31, 1937	Provision for Year	Balance December 31, 1938	Net Book Value December 31, 1938
Land	$ 800.00	-	800.00	-	-	-	800.00
Railroad Siding	935.11	-	935.11	374.04	93.51	467.55	467.56
Crude Still	2,754.94	-	2,754.94	2,754.94	-	2,754.94	-
Treating Plant	5,385.35	60.00	5,445.35	5,385.35	60.00	5,445.35	-
Steam Plant	833.50	-	833.50	833.50	-	833.50	-
Pumping Plant	3,620.00	20.00	3,640.00	3,028.92	611.08	3,640.00	-
Water Well	233.00	-	233.00	233.00	-	233.00	-
Tool Shed	10.00	-	10.00	-	-	-	10.00
Crude Tanks #1	780.00	-	780.00	780.00	-	780.00	-
Crude Tanks #2	5,029.35	-	5,029.35	1,537.22	502.94	2,040.16	2,989.19
Crude Storage Tanks	4,399.22	5,000.00	9,399.22	1,209.78	939.92	2,149.70	7,249.52
Crude Storage Tanks - 1,500 barrels	3,021.96	-	3,021,96	604.40	302.20	906.60	2,115.36
Electric Power	1,413.76	198.50	1,612.26	1,251.90	322.43	1,574.33	37.93
Laboratories	367.07	-	367.07	367.07	-	367.07	-
Cement Loading Platform	11.00	11.00(R)	-	-	-	-	-
Finished Product Tanks	2,458.04	-	2,458.04	2,458.04	-	2,458.04	-
Loading Platform	1,090.03	-	1,090.03	714.34	272.50	986.84	103.19
Machine Shop	1,212.20	590.97	1,803.17	1,082.47	425.22	1,507.69	295.48
Furniture and Fixtures	620.31	-	620.31	620.31	-	620.31	-
Building	414.87	-	414.87	248.86	82.97	331.83	83.04
Lube Oil Warehouse	444.91	11.00	455.91	143.69	113.98	257.67	198.24
Office Building	233.17	-	233.17	206.46	26.71	233.17	-
Signs	44.00	-	44.00	44.00	-	44.00	-
Uncompleted Construction	88.59	607.41	696.00	-	139.20	139.20	556.80
Tower	4,084.05	-	4,084.05	1,021.01	1,021.01	2,042.02	2,042.03
Ethyl Plant	-	831.91	831.91	-	166.38	166.38	665.53
	$40,284.43	7,308.79	47,593.22	24,899.30	5,080.05	29,979.35	17,613.87

(R) Means Red Figures

Exhibit 543

Schedule "II"

ANALYSIS OF FIXED ASSETS AND DEPRECIATION RESERVES

For the Year ended December 31, 1938 - Montana

	Balance as at December 31, 1937	Additions During Year	Balance as at December 31, 1938	Reserve as at December 31, 1937	Provision for Year	Reserve as at December 31, 1938
Haugen Lease:						
Well #1 - Casing	$2,830.21	-	2,830.21	849.06	424.53	1,273.59
Well #2 - Casing	2,894.30	-	2,894.30	850.30	434.15	1,284.45
Well #3 - Casing	1,703.85	-	1,703.85	503.40	255.58	758.98
Well#4 - Casing	-	5,266.14	5,266.14	-	789.92	789.92
Well #1	4,324.80	-	4,324.80	-	-	-
Well #2	3,297.37	-	3,297.37	-	-	-
Well #3	4,148.46	-	4,148.46	-	-	-
Well #4	-	4,019.28	4,019.28	-	-	-
Production Equipment	5,122.73	125.00	5,247.73	1,992.79	1,049.54	3,042.33
Majestic Lease:						
Well #1 - Casing	2,250.00	-	2,250.00	337.50	337.50	675.00
Well #2 - Casing	1,250.00	-	1,250.00	187.50	187.50	375.00
Well #5 - Casing	687.17	-	687.17	103.08	102.78	205.86
Well #5	6,892.65	188.01(R)	6,704.64	-	-	-
Production Equipment	1,984.73	-	1,984.73	398.94	396.95	793.89
House	450.00	-	450.00	90.00	90.00	180.00
Machinery and Sundry Equipment	2,550.00	-	2,550.00	510.00	510.00	1,020.00
Power Lines	350.00	-	350.00	70.00	70.00	140.00
	$40,736.27	9,222.41	49,958.68	5,890.57	4,648.45	10,539.02

(R) - means red figures.